



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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REQUEST FOR PROPOSAL

**PROJECT TITLE: NETWORK INFRASTRUCTURE
VULNERABILITY ASSESSMENT**

RFP NUMBER: # IS-102805

**PROPOSALS DUE BY: 1:00 PM, DECEMBER 9, 2005
AS SET FORTH IN SECTION 2.1**

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

This Request for Proposal (“RFP”) is being issued by the Judicial Council of California, Administrative Office of the Courts (“AOC”) for the support of the Administrative Office of the Courts and the Superior Courts of California (“Courts”) (collectively referred to as Judicial Branch Entity or “JBE”).

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

- I. Introduction – Summary of the Intended Procurement
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. Statement of Work
- V. General Conditions
- VI. Disabled Veterans Business Enterprise Participation Goals
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 - vii. Attachment F – Non-Disclosure Certification Form
 - viii. Attachment G – DVBE Participation Form

1.3 Project Overview

1.3.1 Background Information

A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the State’s judicial system. The California Constitution directs the 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 Council also

adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts is the staff agency for the Council and assists both the council and its chair in performing their duties.

B. The California Court Technology Center (CCTC), located in Newark, California and operated by Siemens Business Systems, Inc., (Siemens) under a separate third-party contract with the AOC, provides network infrastructure and managed security for the AOC.

C. The safety and security sections of the AOC's agreement with Siemens for the operation of the CCTC include provisions for Siemens to conduct audits of the physical and data security procedures controlled by Siemens at the CCTC. The agreement, further gives the AOC, or its designated representative, the right to audit such physical and data security procedures.

D. This RFP is derived from the AOC due diligence responsibilities in administering the Siemens contract for operating the CCTC.

1.3.2 Project Scope and Approach

A. The AOC is requesting proposals from highly qualified consultants with demonstrated expertise in the assessment of network infrastructure's vulnerability to exploitation incidents, to (i) identify CCTC network vulnerabilities to exploitation incidents; (ii) establish a CCTC network vulnerability baseline to measure future annual audits against; and, (iii) conduct annual network infrastructure vulnerability audits of the CCTC.

B. The AOC intends to award a contract for the proposed consulting services, as further described in Section IV of this RFP, that are expected to be performed for an initial term between **February, 2005** and **June 30, 2006** with two one-year option terms to extend the agreement.

C. The AOC reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The AOC further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP. See Section 2.5.2, Reservation of AOC Rights, for more information.

D. This RFP has very specific mandatory and minimum vendor qualification requirements. Proposals will only be accepted from firms that meet those requirements. See Section 2.6, Qualification, for more information.

END OF SECTION

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

A. The AOC has developed the following list of key events from RFP issuance through notice of contract award. All key dates are subject to change at the AOC's discretion.

<u>No.</u>	<u>EVENT</u>	<u>Key Dates</u>
	Issue RFP	November 7, 2005
	Deadline for Proposer Requests for Clarifications or Modifications	1:00 PM, November 17, 2005
	AOC Posts Clarification / Modification Response	November 23, 2005
	Proposal Due Date and Time	1:00 PM, December 9, 2005
	Preliminary Evaluation of Proposals	December 12 – 22, 2005
	Notification of Vendors Selected to Make Oral Presentations / Interviews (estimated)	December 23, 2005
	Oral Presentations / Interviews (estimated)	January 5 - 6, 2006
	Final Evaluation (estimated)	January 9 – 13, 2006
	Negotiations (estimated)	January 16 – February 1, 2006
	Notice of Intent to Award (estimated)	February 2, 2006
	Execution of Contract (estimated)	February 17, 2006

B. The RFP and any addenda that may be issued will be available on the following website:

<http://www.courtinfo.ca.gov/reference/rfp/> (“Courtinfo website”)

2.1.1 Contact List

NOTE: All email submissions sent to the Solicitations mailbox MUST contain the RFP number and other appropriate identifying information in the email subject line. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

Solicitations mailbox: Email: solicitations@jud.ca.gov

Proposal Submittal Address: Nadine McFadden
Attn: RFP # IS-102805
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

2.1.2 Disposition of Material and Confidential or Proprietary Information

a. All materials submitted in response to the solicitation document will become the property of the AOC and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

b. The AOC's policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

c. *All financial statements from privately owned companies, including profit and loss statements and balance sheets, required by this RFP will be kept confidential by the AOC.*

2.1.3 Proposal Preparation Costs

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

2.1.4 RFP Not a Contract

The RFP does not constitute a contract or an offer for employment. In addition, any contract awarded as a result of this RFP is subject to any additional restriction, limitation, or condition enacted by the Legislature or established by the Judicial Council of California that may affect the provisions, funding, or terms of the contract in any manner. The AOC reserves the right to make one award, multiple awards, or to reject all proposals, in whole or in part, submitted in response to this RFP. The AOC further reserves the right to make no award, and to modify or cancel, in whole or in part, this RFP.

2.2 Pre-Proposal Conference

A. A pre-proposal conference is not scheduled for this RFP. In the event the AOC decides to hold a pre-proposal conference, the AOC will notify all potential proposers of the time, date, and location by posting a notice on its Courtinfo website, noted in Section 2.1.

B. A Letter of Intent from a pre-proposal conference participant must be sent by email to the **Solicitations mailbox** at the address listed in Section 2.1.1 by the date and time set forth in Section 2.1.A, or in the Courtinfo website notice. The Letter of Intent should indicate the name, phone number and email address of all individuals (of consultant and its subcontractors, if any, or authorized representative, if any) who plan on attending the pre-proposal conference.

C. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one consultant. Proposals from vendors who did not attend the pre-proposal conference, or were not represented by an authorized representative at the pre-proposal conference, will not be accepted and will be returned unopened.

D. The AOC will prepare a summary of questions and answers from the pre-proposal conference, which will be posted on the Courtinfo website.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

a. Vendors interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the **Solicitations mailbox**. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted by email to the **Solicitations mailbox** no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

b. Without disclosing the source of the question or request, the AOC Contracting Officer will post a copy of the questions and the AOC's responses on the Courtinfo website.

c. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

a. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide written notice of the problem by email to the **Solicitations mailbox** and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting the addendum on the Courtinfo website.

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

c. Written notification of any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document submitted after the Proposal Due Date will not be responded to by the AOC.

2.3.3 Contact with Judicial Branch Entities

Vendors are specifically directed **NOT** to contact any Judicial Branch Entity personnel, JBE-contracted contractors or JBE-contracted consultants for meetings, conferences, or discussions specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judicial Branch Entity personnel, JBE-contracted contractors or JBE-contracted consultants may be cause for rejection of the vendor's proposal.

2.3.4 RFP Addenda

a. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website. If any potential vendor determines that the addendum unnecessarily restricts its ability to propose, it must notify the **Solicitations mailbox** by email no later than three (3) business days following the date the addendum is posted on the AOC's website.

b. Proposer's proposal, including prices/costs offered, shall reflect the requirements of the RFP including all addenda issued by the AOC. Failure to do so will permit the AOC to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

a. Proposals must be delivered to the **Proposal Submittal Address** listed in Section 2.1.1 no later than the Proposal Due Date and Time specified in Section 2.1 (the "Proposal Closing Time").

b. Proposal must be submitted as follows:

- (1) Provide an original and four (4) copies of the technical proposal, as required by Section 3.7.1 of this RFP, signed by an authorized representative of the vendor, and including name, title, address, and telephone number of one individual who is the vendor's designated

representative. **The original and copies of the technical proposal must not include any pricing information.**

- (2) Provide an original and four (4) copies of the cost/fee proposal, as required by Section 3.7.2 of this RFP, signed by an authorized representative of the vendor. The original and copies of the cost proposal, along with a completed and signed Attachment G, DVBE Participation Form, must be submitted in a separate sealed envelope marked "Cost Proposal," along with the RFP number and the proposer's name.
- (3) Provide a compact disk (CD) containing one (1) electronic format copy of the technical proposal (not copy protected) in MS Word or PDF format; and in a separate file, one (1) electronic formatted copy of the cost/fee proposal in MS Word, MS Excel or PDF format (not copy protected).

c. All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Proposals received after the Proposal Closing Time will not be considered.

d. The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the Proposal Closing Time, and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.

e. **Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.**

f. Submittal of proposals to anyone other than the **Proposal Submittal Address** may result in the rejection of proposal as being non-responsive.

2.4.2 Amendment or Withdrawal of Proposals

a. A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the AOC prior to the Proposal Closing Time. Amended proposals must comply with all proposal submission requirements set forth herein. In addition, both inner and outer sealed envelopes must be prominently marked "Amended Proposal." In the event a vendor submits an amended proposal prior to the Proposal Closing Time, the vendor's original proposal will be

returned to the vendor unopened, and will not be considered for evaluation. Amended proposals received after the Proposal Closing Time will not be considered.

b. A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the **Proposal Submittal Address** listed in Section 2.1.1 in writing of its withdrawal (email is not authorized). The withdrawal must be signed by a duly authorized officer of the vendor.

c. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If after Proposal Closing Time but prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the **Contracting Officer** in writing and request to withdraw the proposal. The notice shall be addressed to the **Contracting Officer**, signed by a duly authorized officer of the proposer and delivered to the **Proposal Submittal Address** listed in Section 2.1.1. It shall be solely within the AOC's discretion as to whether withdrawal will be permitted.

2.4.4 Error in Submitted Proposals

a. If an error is discovered in a vendor's proposal, the AOC may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The AOC may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the AOC will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

b. If the proposer's intent is clearly established based on review of the complete proposal submitted, the AOC may, at its sole option, allow the proposer to correct an error based on that established intent.

2.4.5 Authorized Signatures, Validity Period of Proposals

a. Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, telephone number, and email address of the individual who is the proposer's designated representative.

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

2.4.6 Knowledge of Requirements

a. The vendor shall carefully review the solicitation documents, and all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer’s sole risk.

b. Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any AOC issued clarifications, modifications, amendments, or addenda. The AOC will post addenda and clarifications to the Courtinfo website; however, it is the proposer’s responsibility to ascertain that its proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

a. Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

b. A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The AOC assumes no responsibility or obligation for the division of payments, authorized expenses if allowed by the subsequent contract, or responsibilities among joint contractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Judicial Branch Entity with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the AOC will have the right to terminate any resulting contract in whole or in part. The right and remedies of the AOC provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation of Proposals

a. The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor.

b. The proposer’s “Company and Subcontractor Information,” as specified in Section 3.1, and “Company Profile,” as specified in Section 3.2, will be reviewed and screened to determine that mandatory qualifications set forth in Section 2.6.1 have been met. **Only those proposals meeting the mandatory qualifications will be considered for further review and screening.**

c. Proposals meeting the mandatory qualifications will then be reviewed and screened for the minimum qualifications set forth in Section 2.6.2.

d. Proposals received from vendors satisfying both the mandatory and minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7.

e. The Evaluation Committee will first review and complete the evaluation of the technical proposals without the cost proposal. As set forth in Section 2.4.1, technical proposals must not contain any pricing information. Technical proposals that contain pricing information may be rejected as being non-responsive, and may not receive further consideration.

f. Upon completion of the technical proposal’s evaluation, cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

a. The AOC, in its complete discretion, will eliminate proposals that have not met the mandatory qualifications of Section 2.6.1.

b. The AOC, in its complete discretion, may also eliminate proposals that have not met the minimum qualifications of Section 2.6.2, or have not scored adequately in relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or

may not waive any immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

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

d. The AOC reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach an agreement. If no agreement is reached, the AOC can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the AOC reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

e. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the AOC regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Proposal Sheets

Cost/fee proposals will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost proposal sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost/fee proposal and there is a discrepancy in the printed cost proposal sheets and the electronic copy, the pricing on the printed cost proposal sheets will be evaluated.

2.5.4 Requests for Additional Information

The AOC reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The AOC may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Mandatory and Minimum Qualifications

2.6.1 Mandatory Qualifications

a. As set forth in Section 1.3, Project Overview, the AOC intends to award a contract to conduct an annual network infrastructure vulnerability audit of the CCTC. The CCTC is presently operated by Siemens Business Services, Inc. for the AOC under a separate agreement. The terms of that agreement specifically preclude the AOC from using any third party to conduct such audit if that third party is an excluded contractor, where, according to the contract between Siemens Business Services, Inc. and the AOC, excluded contractor (“Excluded Contractor”) means firms or companies that are (i) primarily engaged in the business of providing managed information technology infrastructure support services, including deskside support, help desk, and (ii) have annual revenues exceeding ten million dollars.

b. In order to be eligible to have a proposal for this RFP reviewed and evaluated, neither the proposer, nor any of proposer’s proposed subcontractors may be classified as Excluded Contractors as that term is defined in the preceding Subsection 2.6.1.a.

c. The AOC will review and evaluate proposer’s (i) Company Background Information (see Section 3.1.1), (ii) Subcontractor Background Information (see Section 3.1.2), and (iii) Company Profile (see Section 3.2) portions of proposals to determine that neither the proposer, nor any of proposer’s proposed subcontractors are Excluded Contractors.

d. Proposals from any proposer deemed by the AOC, in the AOC’s complete discretion, to be an Excluded Contractor, will be considered non-responsive and ineligible for further evaluation by the AOC.

2.6.2 Minimum Qualifications

a. After first meeting the mandatory requirements, proposers must then meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	Three (3) or more years experience working with government entities / public sector / judicial branch customers.
2	Vendor has completed at least two (2) projects of similar size and scope anticipated by this RFP in the past two (2) years
3	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).
4	<p>Minimum insurance coverages as follows:</p> <p style="margin-left: 40px;">(a) Commercial general liability insurance, including bodily injury, property damage and products/completed operations coverage in the amount of not less than five million dollars (\$5,000,000) each occurrence or aggregate where applicable;</p> <p style="margin-left: 40px;">(b) Workers' Compensation coverage providing statutory benefits, and employer's liability insurance with minimum limits of one million dollars (\$1,000,000) each accident/each employee covering all employee;</p> <p style="margin-left: 40px;">(c) Business auto liability, including coverage for all owned, hired and non-owned automobiles used in connection with delivery of the Services, with limits of not less than \$1,000,000 each accident; and</p> <p style="margin-left: 40px;">(d) Professional errors and omissions liability insurance in an amount of not less than one million dollars (\$1,000,000) in aggregate.</p>

b. The proposer must state specifically in its Executive Summary (see Section 3.2) how it meets or complies with each minimum qualification specified in Subsection 2.6.2.a, above. With respect to meeting the minimum insurance requirements, proposers must provide copies of current insurance certificates to show evidence of the minimum required coverage. Subject to the AOC's right, in its sole and complete discretion, to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal that offers the best value to the AOC and the Judicial Branch Entities. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award.

- a. Quality of work plan submitted / approach to assignment;
- b. Vendor's experience on similar assignments;
- c. Credentials of the specific staff (Contractor's Key Personnel) to be assigned to the project;
- d. Reasonableness of cost/fee proposal;
- e. Ability to meet timing requirements of the project; and,
- f. References

2.8 Interviews and Negotiations

2.8.1 Interviews

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

b. Interviews, if held, are designed to provide the AOC with clarification of submitted proposals only, and shall not be construed as a solicitation, invitation, or opportunity for vendors to alter, modify, or amend their previously submitted proposals. Any alterations, modifications or amendments so offered shall not be considered by the AOC; but will, however, be viewed as negatively impacting the interview evaluation.

2.8.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at the AOC's sole discretion. If the AOC enters into negotiations and no agreement is reached, the AOC can negotiate with the other proposers or make no award under this RFP. The AOC reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be specified in any contract that may ensue as a result of this solicitation document. **THE JUDICIAL COUNCIL DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.** Payment for the services anticipated by this RFP will be on cost reimbursement basis, up to a specified not to exceed amount, inclusive of all authorized expenses, and will be made based upon completion of tasks, or the acceptance of deliverables, as provided in the agreement between the AOC and any selected vendor.

2.9 Award of Contract

2.9.1 Notification of Intent to Award Contract

The Evaluation Committee will make a final recommendation for award of the contract to the Contracting Officer. The Contracting Officer will subsequently issue a Notice of Intent to Award to all proposers by posting the Notice of Intent to Award on the AOC's Courtinfo website. The AOC reserves the right to award in whole or in part, to make multiple awards, or to make no award and to modify or cancel, in whole or in part, this RFP.

2.9.2 Execution of Non-Disclosure Agreement

- a. If not previously submitted with their proposal, the intended awardee shall execute and submit the Attachment E Non-Disclosure Agreement, duly executed without change or modification, by an authorized officer of the intended awardee, to the **Proposal Submittal Address** within five (5) business days of the notification of intent to award.
- b. The AOC must be in receipt of the intended awardee's signed Non-Disclosure Agreement before discussions to finalize the scope of services can begin.
- c. Failure of the intended awardee to return the executed Non-Disclosure Agreement within the required timeframe, or submittal of a changed or modified Non-Disclosure Agreement, may provide cause for the AOC, at the AOC's sole and complete discretion, to rescind the Notice of Intent to Award without further discussion.

- d. Depending on the nature and extent of finalized scope of services, the vendor may be required to execute additional non-disclosure agreements prior to commencing services under the contract.

2.9.3 Execution of Contract

Upon award, the intended awardee will be required to execute a standard state contract within ten (10) business days of award, and shall provide certificates of insurance in conformance with paragraph 29, Insurance Requirements, of Attachment A, Contract Terms and Conditions, within thirty (30) days of award.

2.9.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the AOC Business Services Manager noted in Section 2.1.1.

2.10 Protest Procedures

Failure of a vendor to comply with the protest procedures set forth in this Section 2.10, may render a protest inadequate and non-responsive, and may result in rejection of the protest.

2.10.1 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies, such as those specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; and Section 2.3.4, RFP Addenda, as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.2 After Notice of Intent to Award

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

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;

- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the Notice of Intent to Award is posted on the Courtinfo website.

2.10.3 Form of Protest

A vendor who is qualified to protest should submit the protest to the Contracting Officer at the **Proposal Submittal Address** noted in Section 2.1.1.

- a. The protest must be in writing, signed by a duly authorized officer of the protesting party, and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

2.10.4 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a

proposal, the AOC will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the AOC may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.5 Determination of Protest Submitted After Submission of Proposal

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

2.10.6 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a written request for appeal, signed by a duly authorized officer of the protesting party, with the AOC's Business Services Manager at the **Proposal Submittal Address** noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

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

The vendor's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;

- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

2.10.7 Protest Remedies

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

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

END OF SECTION

III. PROPOSAL FORMAT AND CONTENT

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

B. In order to ensure that all proposals receive a fair and accurate evaluation, vendors must ensure that each response of their submitted proposal is keyed to, and contains the appropriate section reference from this RFP. *For example:*

Section 3.1. Company and Subcontractor Information

Subsection 3.1.1.a. Complete name and address.

Response: ABC Company, Inc.
123 Main Street, Suite 890
Any Town, CA 91234-4321

Subsection 3.1.1.b. Federal tax identification number.

Response: 99-1234567

Section 3.2. Company Profile.

Response: ABC Company, Inc. is..., etc.

C. A Table of Contents must be provided which identifies all sections and major subsections of the vendor's proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

D. Failure of the proposer to comply with the requirements set forth in this Section III may result in the proposal being deemed non-responsive to the RFP and being rejected.

3.1 Company and Subcontractor Information

3.1.1 Company Background Information

The AOC requires the vendor to be a reputable company of strong financial standing and demonstrated expertise in the evaluation and review of government/public sector projects and programs. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, or if any portion of the services will be provided by a subcontractor, information about the prime contractor

and the subcontractor must be submitted separately. The information to be provided for the proposer/prime contractor is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. The type of legal business entity, and the state(s) where the business entity is authorized and licensed to do business. If incorporated, identify the state in which incorporated.
- d. Name, title, and address (including email address) of vendor's single point of contact
- e. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- f. Principal type of business, including all major lines of business.
- g. Total number of years in business.
- h. Number of years providing services similar in size and scope to those requested in this RFP.
- i. Significant transactional events in the past three (3) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPOs).
- j. Annual contract value of the vendor's three (3) largest contracts for similar services in the past three (3) years.
- k. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal.
- l. A profit and loss statement and balance sheet, reviewed in accordance with American Institute of Certified Public Accountants (AICPA) reporting standards for the vendor's last three (3) fiscal years. **If a company is privately owned, this information will be kept confidential by the AOC as set forth in Subsection 2.1.2.c.**

3.1.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each subcontractor (Note: If any portion of the required services will be performed by a subsidiary, an affiliate, or a parent organization, those organizations must be considered subcontractors for the purpose of this RFP):

- a. Subcontractor name and address.
- b. Federal tax identification number.
- c. The type of legal business entity, and the state(s) where the business entity is authorized and licensed to do business. If incorporated, identify the state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business, including all major lines of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. Number of times in the previous two (2) years this subcontractor has been used as a subcontractor for providing services similar in scope to those requested in this RFP. Describe subcontractor's role for each engagement listed.
- i. A profit and loss statement and balance sheet, reviewed in accordance with AICPA reporting standards for the subcontractor's last three (3) fiscal years. **If a subcontractor is privately owned, this information will be kept confidential by the AOC as set forth in Subsection 2.1.2.c.**

3.2 Company Profile

Vendor shall provide a short description of its company, including core competencies, and key staff and their background.

3.3 Executive Summary

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the issues. The proposer must also address in this section how it meets the minimum qualification requirements set forth in Section 2.6.2.

3.4 Qualifications, Experience and References

3.4.1 Qualifications and Experience

The AOC requires the vendor and any subcontractors to have prior experience in all aspects of the services relative to the size, complexity and scope of this RFP. Vendor shall:

- a. Provide a list of project staff the vendor proposes to use in providing the services, and the roles each of the staff will play.
- b. Provide resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- c. Provide a list and description of projects completed during the past five (5) years that were similar in scope, complexity, content, and time frames to that identified in this RFP. Documentation of these projects must include:
 - (1) project title;
 - (2) description of work performed;
 - (3) dates for work performed;
 - (4) organization for which the work was performed; and,
 - (5) name, address (including email address), title and telephone number of each organization's project manager for the work performed.

3.4.2 References

Provide the names, addresses (including email address), and telephone numbers for a minimum of five (5) clients for whom the vendor has provided similar consulting services. The vendor should include a brief description of the scope of the services provided to the customer and the date and duration of the contract. The AOC may contact some or all of the references provided in order to determine the vendor's performance record. The AOC reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

3.4.3 Subcontractors

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the

names, addresses, and telephone numbers for a minimum of three (3) client references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Vendor shall provide a detailed work plan that describes the methodologies the vendor intends use to complete the scope of services within the timeframe allowed for this project. Specifically, the vendor will break the project out into identifiable major tasks with component tasks and deliverables, and describe the technical approach and the methodology that will be used to address each task and provide the deliverables according to the work plan.

The Work Plan shall include:

- a. A summary of methodology proposed for the project.
- b. Time estimate, including a detailed project timeline that identifies key milestones for this project.
- c. The following details about the methodology:
 - (1) Description of the methodology you use to determine whether a finding is:
 - Critical: remediate immediately: security of network is seriously compromised
 - Non-critical: remediation required to bring network up to COBIT standards
 - Informational: might or might not require remediation, but finding warrants comment or recommendation
 - (2) The software product(s) to be used to perform scans
NOTE: Freeware tools may not be used for this project
 - (3) The key characteristics and capabilities of the software
- d. Variables that could increase or decrease the scope of the project.

3.5.2 Other Technical Requirements

- a. Identify AOC and Siemens Business Systems resources required for project.
- b. Provide access requirements, both onsite and remote.
- c. Provide templates of required reports (Critical Vulnerability Report, Draft Report, and Final Report)

3.6 Cost/Fee Proposal

3.6.1 Cost/Fee Proposal Requirements

a. Vendors shall submit a detailed line item cost/fee proposal showing total cost of services to be performed for the initial term and all subsequent option terms. Vendor must submit their pricing in accordance with the requirements set forth in this Section 3.6.

b. Vendor shall fully explain and justify all cost items in a narrative entitled “Cost Justification” which must include the following items at a minimum:

- (1) Total number of hours required to complete this project;
- (2) Estimated total number of hours to be spent on each task/segment;
- (3) Identify key staff that will work on each task/segment and provide their hourly rate for consulting fees;
- (4) Identify non-key staff by labor category (i.e., that will work on each task/segment and provide the hourly rate for that labor category);
- (5) Breakdown of cost (e.g., labor, tools, licenses, etc.);
- (6) Per IP subnet cost of scan
- (7) Estimated administrative and operating expenses, including all incidentals;
- (8) Estimated travel expenses (non-local travel only) that include detailed travel costs for any trips that must be made to the AOC offices in San Francisco, and the CCTC in Newark, California, including airfare, car mileage, local transportation costs, lodging and meals; and,
- (9) Impact of any variable identified in Subsection 3.5.1.d may have on cost/fee.

c. The AOC will only reimburse travel expenses determined to be allowable in accordance with in Section 3.6.4. Reimbursement will be at the limits set

forth in Section 3.6.4. It is not anticipated that travel will be required or necessary to any location other than the AOC offices in San Francisco, California or the CCTC in Newark, California.

d. The AOC may be willing to consider an alternative to the pricing model set forth in Subsections 3.6.1.a and 3.6.1.b, above, but only if such proposed alternative is included after first meeting and fully complying with the requirements of Subsections 3.6.1.a and 3.6.1.b, above. Vendors desiring to submit an alternative pricing model shall clearly label such submission as “ALTERNATIVE PRICING MODEL” and attach such alternative pricing proposal to the vendor’s cost/fee proposal submission. **Submitting an alternative pricing model without fully complying with Subsections 3.6.1.a and 3.6.1.b, above, or submitting an alternative pricing model in lieu of the required cost/fee proposal submission, may result in the proposal being deemed non-responsive to the RFP and may result in the proposal being rejected by the AOC.** Examples of alternative pricing models that the AOC may be willing to consider are as follows:

- (1) firm-fixed rate for travel expenses that includes airfare, mileage, local transportation, lodging, meals, and incidentals for each specific destination, provided the vendor .
- (2) firm-fixed amount(s) for completion of specific tasks or the acceptance of defined deliverables, provided such firm-fixed amount(s) is/are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Vendor for services rendered to the AOC.

3.6.2 Payment of Consulting Fees

Payment for the services set forth in this RFP is anticipated to be on a cost reimbursement basis inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Vendor for services rendered to the AOC, up to a specified not to exceed contract amount, and will be made based upon completion of tasks, or the acceptance of defined deliverables. The AOC may elect to utilize an alternative pricing model at the AOC’s sole and complete discretion, should the AOC determine that it is in their best interest to do so.

3.6.3 Taxes

The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor’s or any subcontractor’s employee’s wages. The AOC will pay for any applicable State of California or local sales or use taxes on

the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

3.6.4 Allowable Expenses

a. Travel Expenses. The AOC will reimburse a contractor for the actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the services set forth in this RFP up to the maximums listed in Subsection 3.6.4.b, below. To be eligible for reimbursement of authorized travel expenses, a contractor will be required to submit a written travel plan to the Project Manager prior to incurring any travel expenses, including the reason for the trip, number of persons traveling, types of expenses the contractor expects to incur and the estimated costs. Prior approval of the travel plan by the Project Manager will be required.

b. Reimbursement for Travel Expenses. The following constitutes the maximum limits the AOC will pay for authorized travel expenses:

- (1) For approved and necessary air transportation, the AOC will reimburse a contractor for the actual cost incurred, provided all air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
- (2) For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for actual meal and lodging expenses not to exceed **\$150.00** per day plus applicable taxes on lodging.
- (3) For necessary private vehicle ground transportation (non-local travel only) usage, the State will reimburse the Contractor up to **\$0.34** cents per mile.

3.7 Required Proposal Forms

3.7.1 Required Forms

The vendor **must** include the following appropriately completed and signed forms with their proposal:

- a. Statement of Acceptance of Terms or Exception to Terms and Conditions– Attachment B

- b. Vendor Certification Form – Attachment C
- c. Payee Data Record (State of California Form STD-204) - Attachment D
- d. Non-Disclosure Agreement – Attachment E, or Non-Disclosure Certification Form – Attachment F
- e. DVBE Compliance Form – Attachment G (sealed in a separate envelope with Cost/Fee Proposal, pursuant to Section 2.4.1)
- f. Statement of acknowledgement of Insurance Requirements including copies of current insurance certificates

3.7.2 Acceptance of Terms or Exception to Terms and Conditions

a. The vendor’s proposal must include a signed statement (Attachment B) as to whether the vendor accepts the General Conditions in Section V without changes or whether the vendor takes any exception to those terms. If exceptions are proposed, vendor must submit a “redlined” version of the term or condition showing all modifications (additions or deletions, or new provisions) proposed by the vendor. In addition, the vendor must provide an explanation as to why each individual modification is required. The significance of any proposed exception(s) to the General Conditions may be a factor in the evaluation of the vendor’s proposal.

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

c. In the event the AOC enters into negotiations with a proposer, the AOC may decide to only negotiate those items included as exceptions on the proposer’s signed Attachment B. If during negotiations, the proposer raises issues that were not included in the proposer’s Attachment B submittal, the AOC may at the AOC’s sole discretion terminate the negotiations.

3.7.3 Vendor Certification Form

a. As set forth in Section 2.6.2, Minimum Qualifications, neither the vendor nor any of its proposed subcontractors may currently be under suspension or debarment by any state or federal government agency, and neither may the vendor nor any of its proposed subcontractors be tax delinquent with the State of California or federal government as a minimum qualification to be considered for award of a contract for the services anticipated by this RFP. Therefore, the vendor’s proposal must include the signed statement (Attachment C) certifying that neither the vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or

federal government agency, and further, that neither the vendor nor any of its proposed subcontractors are tax delinquent with the State of California or federal government.

b. Attachment C, Vendor Certification Form, also requires the vendor to provide a list of all contracts the vendor has had, or currently has, with state or federal government customers for two (2) years preceding vendor's submission of their proposal for this RFP. This listing shall also include a list of contracts each proposed subcontractor has had with state or federal government customers for the same period. Such list shall be broken-out between the vendor and each proposed subcontractor.

3.7.4 Payee Data Record (State of California Form STD-204)

The AOC is required to obtain and keep on file, a completed Payee Data Record (Attachment D) for each vendor prior to entering into a contract with that vendor. Therefore, vendor's proposal must include a completed and signed Payee Data Record.

3.7.5 Non-Disclosure Requirements

a. Pursuant to the requirements set forth in Section 2.9.2, the vendor selected as the intended awardee will be required to sign and return, without change or modification, the AOC's Non Disclosure Agreement (Attachment E) prior to commencing discussions with the AOC to finalize the scope of services of the resultant contract. Further, depending on the nature and extent of the finalized scope of services, the vendor may be required to execute additional non-disclosure agreements prior to commencing services under the resulting contract.

b. It is understood by the AOC that some vendors may be reluctant to agree to the terms and conditions of the Attachment E Non-Disclosure Agreement unless they were to be awarded the contract for the services set forth herein. Therefore, the vendor's proposal must include either (i) a signed Non-Disclosure Agreement (Attachment E) without change or modification, or, (ii) a signed statement (Attachment F) certifying that the vendor will sign and return the AOC's Non-Disclosure Agreement (Attachment E), without change or modification, within five (5) business days of being selected as the intended awardee.

c. **Failure of the proposer to submit in their proposal either an unchanged or unmodified executed Attachment E, Non-Disclosure Agreement, or an executed Attachment F, Non-Disclosure Certification Form, shall constitute a material defect in the proposal and may result in such proposals being deemed materially non-responsive.**

END OF SECTION

IV. SCOPE OF SERVICES

4.1 Background

4.1.1 The California Court Technology Center (CCTC), located in Newark, California and operated by Siemens Business Systems under a separate third-party contract with the AOC, provides network infrastructure and managed security for the AOC.

4.1.2 The network infrastructure is designed to provide the following users with connectivity to the CCTC:

- California Courts (27 currently connected; 31 more are scheduled to come online in the future)
- State justice partners
- Certain outside vendors
- The AOC

4.1.3 Managed security services ensure that the intended benefits of firewall protection are truly realized. Intrusion detection systems (IDSs) identify internal and external threats as they occur.

4.1.4 CCTC Network Infrastructure comprises:

- (1) Servers
 - Wintel servers that use Active Directory (AD) directory service to manage identities and relationships
 - UNIX servers that are LDAP compliant
 - RADIUS servers
- (2) Storage Area Network (SANs) devices and Network-Attached Storage (NAS) systems
- (3) Cisco routers
- (4) Cisco switches
- (5) Load balancers
- (6) Security provided by Cisco firewalls and intrusion detection systems (IDSs)

4.2 Required Consulting Services.

4.2.1 Services are expected to start for the initial term of the contract within two (2) weeks of contract signing. The initial term of the contract shall be from the effective date of the contract until the end of June, 2006; the AOC, at its sole discretion,

may elect to extend the agreement past the initial term for up to two consecutive one-year option terms.

4.2.2 The final deliverable for the initial term and any subsequent term (see Section 4.3.3) will be due within seven (7) weeks of start of services for each term.

4.2.3 The consultant will be asked to:

4.2.3.1 Scan two (2) class “C” and two (2) class “B” IP ranges (approximately 500 IP addresses total) on 25 VLANS from:

- a. The Internet
- b. The Court interface
- c. Within the firewall

4.2.3.2 Using COBIT standards as a measurement, analyze scans to identify network infrastructure vulnerabilities

4.2.3.3 Within 48 hours of discovering a critical vulnerability, report the vulnerability and recommend remedial steps

4.2.3.4 Submit to the AOC a written report that:

- a. Identifies vulnerability gaps
- b. Recommends remedial steps required to bring the network infrastructure up to COBIT standards

4.2.3.5 Formally present findings to the AOC Management Committee

NOTE: The scope of this RFP is specifically limited to identifying vulnerabilities and recommending remedial steps

4.3 DELIVERABLES

4.3.1 Critical Vulnerability Report(s)

A Critical Vulnerability Report is due within 48 hours of discovering a vulnerability the consultant considers critical to the security of the network. The Critical Vulnerability Report should:

4.3.1.1 Identify critical vulnerability

4.3.1.2 Describe the methodology you used to determine that the vulnerability is critical

- 4.3.1.3 Explain why the vulnerability represents a critical threat to network security
- 4.3.14 Recommend steps that the AOC should take to remediate network security in a timely manner

4.3.2 Draft Report

The Draft Report should be issued within 1 (one) week of completion of network scan. Draft Report should:

- 4.3.2.1 Identify critical vulnerabilities found during the scan and recommended remediation
- 4.3.2.2 List non-critical vulnerabilities found during the network scan

4.3.3 Final Report

The Final Report should be delivered within four (4) weeks of completion of network scan. Final Report should:

- 4.3.3.1 Identify critical vulnerabilities found during the network scan and recommended remediation
 - Current status of critical vulnerabilities
- 4.3.3.2 List non-critical vulnerabilities found during the scan and an analysis of the impact of each on the health of the network
- 4.3.3.3 Recommend remediation required to bring network up to COBIT standards
- 4.3.3.4 Recommend a baseline that the AOC can use to annually assess network vulnerability to exploitation incidents

4.3.4 Formal Presentation

Within three (3) weeks of delivering final report, consultant must formally present to the AOC Management Committee its findings and recommendations. Formal presentation should be targeted to a business audience and include:

- 4.3.4.1 Overview of methodology for assessing network vulnerability
- 4.3.4.2 Description of the methodology used to identify critical, non-critical, and informational issues

4.3.4.3 Findings

- Overview of health of network
- Critical vulnerabilities found during scan and why they threatened network security
- Non-critical vulnerabilities
- Assessment of Siemens Business Systems response to intrusive incidents; if appropriate, an analysis of impact of response on network health

4.3.4.4 Remediation recommendations for bringing network up to COBIT standards

4.3.4.5 Recommended baseline for annual assessment of network vulnerability to exploitation incidents

END OF SECTION

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

END OF SECTION

VI. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California requires disabled veteran business enterprises (DVBEs) participation goals of a minimum of three percent (3%) for certain state contracts. The AOC is subject to this participation goal. The proposer must complete a DVBE Compliance Form (Attachment G) in which the proposer certifies that it either 1) will commit to at least 3% DVBE participation or 2) has made good faith effort to achieve such participation. Proposals that cannot make such certification shall be considered non-responsive and ineligible for award. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

END OF SECTION

VII. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Vendor's Acceptance of Terms or Exceptions to Contract Terms and Conditions
Attachment C	Vendor Certification Form
Attachment D	Payee Data Record (State of California Form STD-204)
Attachment E	Non-Disclosure Agreement
Attachment F	Non-Disclosure Certification Form
Attachment G	DVBE Compliance Form

**ATTACHMENT A
CONTRACT TERMS AND CONDITIONS**

See Separate MS-Word File Titled Attachment A (RFP # IS-102805)

ATTACHMENT B

**VENDOR'S ACCEPTANCE OF TERMS OR
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS**

(Mark the Appropriate Choice)

_____ **Vendor accepts the General Conditions in Section V without exception.**

OR

_____ **Vendor proposes the following exceptions to the General Conditions:**

NOTE: If exceptions are proposed, vendor must submit a "redlined" version of the term or condition showing all modifications (additions or deletions, or new provisions) proposed by the vendor. The vendor must also provide an explanation/rationale as to why each individual modification is required.

(List all exceptions)

Signature

Printed Name

Title

Date

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with state or federal government customers during the two years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

List of all Contracts with State or Federal Government Customers during the Two Years preceding Submission of this Proposal:

(List Contracts)

ATTACHMENT D

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-2000)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)
	STREET ADDRESS	
	CITY, STATE, ZIP CODE	
	TELEPHONE NUMBER	

2	PAYEE'S BUSINESS NAME <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State and Zip Code)
----------	--

3 VENDOR ENTITY INFORMATION	CHECK ONE BOX ONLY <input type="checkbox"/> LEGAL CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> EXEMPT CORPORATION <input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) _____	NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print) _____	

4 PAYEE RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)
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5 CERTIFYING SIGNATURE	I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
	SIGNATURE	DATE	TELEPHONE NUMBER

STATE OF CALIFORNIA
PAYEE DATA RECORD
STD. 204 (REV. 2-2000) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/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 which 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 nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call....1-800-822-6268

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his 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.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

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

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident 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 \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

Attachment E - Non Disclosure Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), effective as of _____ (“Effective Date”), is entered into by and between the Administrative Office of the Courts, with its principal address at 455 Golden Gate Avenue, San Francisco, CA 94102 (hereinafter “AOC”) and [company name/individual], a [] corporation, with its principal address at [complete address], (hereinafter the “Company”).

WHEREAS, the AOC is the owner of and/or has received from third parties (“Providers”) certain technical, financial and personnel information, software, inventions, research and development information, business plans, and/or other information which are not generally known to either the public or to the industry (collectively, the “Information”), which Information has been obtained and developed through substantial expenditures of time, effort and money, and which, if made available to the third parties, could seriously damage the business and activities of the AOC and/or Providers (all such Information, whether verbal or written and in whatever form, and whether or not such Information bears a legend indicating its confidential or proprietary nature are hereinafter called the “Secret Information”);

WHEREAS, the AOC and Company wish to discuss the possibility of entering into certain business transactions, and may enter into such transactions in the future (such future transactions referred to as “Future Agreements”);

WHEREAS, the AOC wishes to afford itself certain protections regarding the Secret Information which the AOC may disclose (i) during business discussions with Company and (ii) pursuant to Future Agreements; and

WHEREAS, the AOC is willing to disclose the Secret Information to Company only on the terms and conditions set forth below, and Company agrees to receive the Secret Information from the AOC only on said terms and conditions;

NOW THEREFORE, in consideration of the promises and of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. All Secret Information disclosed by the AOC to Company shall be received in confidence by Company. Company agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy of the Secret Information in its possession shall be maintained. Company also agrees that it shall treat the Secret Information with not less than the same degree of care and confidentiality with which it treats its own confidential information, but in no event less than reasonable care. Company agrees that access to the Secret Information shall be given by it only to those of its employees who have a need to know to engage in the business relationship contemplated by this Agreement and who have signed a non-use and non-disclosure agreement in content at least as protective of the Secret Information as the provisions hereof, prior to any disclosure of the Secret Information to such employees.

2. Company shall not (i) use any portion of the Secret Information for any purpose not contemplated by this Agreement or (ii) disclose the Secret Information or any part of it to any third party without the prior written consent of the AOC; provided, however, that Secret Information shall not include any information of the AOC that: (a) is already properly known to Company at the time of its

disclosure as shown by the Company's files and records immediately prior to the time of disclosure by the AOC to Company; (b) is publicly known through no action or inaction of Company; (c) is received from a third party free to disclose it to Company; (d) is independently developed by the Company without use of or reference to the Secret Information, as shown by documents and other competent evidence in the Company's possession; or (e) is communicated to a third party with express written consent of the AOC. Nothing in this Agreement shall prevent the Company from disclosing Secret Information to the extent the Company is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that Company gives the AOC prompt written notice of such requirement before making such disclosure and Company gives the AOC an adequate opportunity and assistance to interpose an objection or take action to assure confidential handling of such Secret Information.

3. Except as otherwise provided in any Future Agreement, at any time, Company agrees that it shall return to the AOC upon request all documents, records, notebooks, computer media or other stored information of any form or type whatsoever containing any Secret Information, including all copies thereof, then in its possession or control (directly or indirectly), whether prepared by it or others and it shall at such time immediately discontinue all use of the Secret Information.

4. Nothing in this Agreement is intended to grant any rights to either party under any patent or copyright rights, nor shall this Agreement grant to any rights in or to the Secret Information, except as expressly set forth herein.

5. Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time (the "Acts"). Each party agrees to comply with all restrictions and controls imposed by the Acts.

6. ALL SECRET INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. The parties acknowledge and agree that the Secret Information and rights related thereto being protected by the AOC hereunder are of a special, unique, unusual and extraordinary character, which gives them a peculiar value, the loss of which may not be adequately or reasonably compensated for in damages in an action at law, and further agree that the breach by Company of any of the provisions of this Agreement shall cause the other party irreparable injury and damage. In such event, the party alleging breach of this Agreement shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts and undertakings required of the other party hereunder and to obtain injunctive and other equitable relief in any competent court to prevent the violation or threatened violation of any of the provisions of this Agreement by the other party. Neither this provision nor any exercise by either party of its rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to, damages or otherwise. If either party brings suit to enforce the terms hereof, the successful party in such suit shall be entitled to receive all of its reasonable costs of litigation, including attorneys' fees.

8. If any provision of this Agreement is declared void, or otherwise unenforceable, to any extent, the parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment,

such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

9. This Agreement contains the sole and entire agreement between the parties relating to the subject hereof and any representation, promise or condition not contained herein, or any amendment hereto or waiver hereunder shall not be binding on either party unless in writing and signed by an authorized representative of the party to be bound thereby.

10. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, affiliates, agents, employees and assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to choice of law principles.

11. This Agreement shall survive until such time as all Secret Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Company. Except as otherwise provided in any Future Agreement, either party may terminate this Agreement by written notice to the other. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Secret Information disclosed prior to such termination.

12. The State of California, acting through the Judicial Council of California, Administrative Office of the Courts, is an intended third party beneficiary of this Agreement and shall have the right to enforce provisions of this Agreement directly against Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Administrative Office of the Courts

[Company]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ATTACHMENT F
NON-DISCLOSURE CERTIFICATION FORM**

I certify that _____ (Proposer’s company name) (the “Proposer”) will submit to the AOC the Non-Disclosure Agreement, contained in this Request for Proposals # IS-102805 as Attachment E, duly executed by an authorized officer of the Proposer without change or modification, within five (5) business days of being notified by the AOC of the AOC’s Notice of Intent to Award a contract to the Proposer.

I acknowledge that if Proposer fails to return the executed Non-Disclosure Agreement within the required timeframe, or if the Proposer submits a changed or modified Non-Disclosure Agreement, the AOC, at the AOC’s sole and complete discretion, may rescind the Notice of Intent to Award and disqualify the Proposer from any further consideration for contract award.

Signature

Printed Name

Title

Date

**ATTACHMENT G
DVBE COMPLIANCE FORM**

Proposer Name:

RFP Project Title:

RFP Number:

1. The AOC's goal of awarding at least three percent (3%) of the total contract amount to Disabled Veterans Business Enterprises (individually, a "DVBE") has been achieved for this Project.

(Check one)

Yes_____(Complete Parts A & C only)

No_____(Complete Parts B & C only)

DVBE COMPLIANCE FORM
PART A: AT LEAST 3% DVBE PARTICIPATION ACHIEVED

FILL OUT PART A **ONLY** IF DVBE 3% PARTICIPATION GOAL HAS BEEN MET; OTHERWISE FILL OUT PART B. INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS RFP

I hereby certify that the "Total Contract Amount," as defined herein, is the amount of \$_____. I understand that the "Total Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

Firm Name of Proposer:	
Indicate if Proposer is a DVBE	Yes: _____ No: _____
Signature of Person Signing for Proposer:	
Name (printed) and Title of Person Signing for Proposer:	
Date:	

SUBCONTRACTORS / SUPPLIERS (Attach additional sheets if necessary)

1. Company Name and Address: _____

Nature of Work: _____

Tier (1 = Subcontractor to Prime Contractor; 2 = Subcontractor to Tier 1 Subcontractor): _____

Estimated Dollar Amount: \$ _____

Estimated Percentage of Total Contract Amount: _____%

2. Company Name and Address: _____

Nature of Work: _____

Tier (1 = Subcontractor to Prime Contractor; 2 = Subcontractor to Tier 1 Subcontractor): _____

Estimated Dollar Amount: \$ _____

Estimated Percentage of Total Contract Amount: _____%

ESTIMATED TOTAL DVBE PARTICIPATION: _____%

**DVBE COMPLIANCE FORM
PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

FILL OUT PART B ONLY IF 3% PARTICIPATION GOAL WILL NOT BE MET AND A GOOD FAITH EFFORT HAS BEEN ATTEMPTED. INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS RFP

(Attach additional sheets if necessary)

Contact, and document below, the AOC (the contracting official, unless another contact is specified) to identify potential DVBEs:

Person Contacted	Date	Telephone Number	Describe Result

Contact, and document below, state or federal agencies and local DVBE organizations to identify potential DVBEs:

Organization Name	Person Contacted	Telephone Number or Internet Address	Date

**DVBE COMPLIANCE FORM
 PART B – CONTINUED**

Contact, and document below, DVBEs identified from contacts made with the parties listed above:

DVBE Contacted	Person Contacted	Telephone Number	Date

The AOC hereby waives the advertisement requirement of Section 10115.2(b)(3) of the California Public Contract Code.

If an advertisement was published in trade papers and/or papers focusing on DVBEs, provide information requested below and attach proof of publication:

Publication	Date(s) Advertised

**DVBE COMPLIANCE FORM
 PART B – CONTINUED**

Solicit, and document below, DVBEs who can provide goods and/or services relevant to this RFP.
 Solicitation must be job specific to plan and/or contract:

DVBE Name and Address	Person Contacted	Date Sent

Consider, and document below, all responding DVBEs as Sub-Contractors or suppliers or both.

Company Name and Address:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
If proposer will subcontract with the listed DVBE, estimated \$ and/or % and Tier:	
If proposer is not subcontracting with the listed DVBE, reason why not:	

**DVBE COMPLIANCE FORM
PART B – CONTINUED**

Company Name and Address:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
If proposer will subcontract with the listed DVBE, estimated \$ and/or % and Tier:	
If proposer is not subcontracting with the listed DVBE, reason why not:	

Company Name and Address:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
If proposer will subcontract with the listed DVBE, estimated \$ and/or % and Tier:	
If proposer is not subcontracting with the listed DVBE, reason why not:	

ESTIMATED TOTAL DVBE PARTICIPATION, IF ANY: _____%

**DVBE COMPLIANCE FORM
PART C – CERTIFICATION**

TO BE COMPLETED BY ALL PROPOSERS.

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definitions set forth in California Public Contract Code, Section 10115 et seq., California Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq..

I understand that the information provided in this certification is subject to verification by the AOC. Prior to contract award I may be required to submit proof of the information provided herein. Such proof shall include, but is not limited to, copies of correspondences or written agreements with DVBEs, proofs of mailings, delivery confirmations, etc. Failure to provide adequate verification may constitute grounds for rejection of the proposal.

In making this certification, I am aware that the penalties for violating California Public Contract Code, Section 10115 et seq. and California Military and Veterans Code, Section 999 et seq. include a misdemeanor, civil penalties up to \$50,000, and suspension from participating in future state contracts or projects.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

Firm Name of Proposer:	
Signature of Person Signing for Proposer	
Name (printed) and Title of Person Signing for Proposer:	
Date:	