

# REQUEST FOR PROPOSALS

---

***JUDICIAL COUNCIL OF CALIFORNIA***

**REGARDING:**

Internet-Based Employment Recruitment Software  
Application & Maintenance Services

**RFP NO: TCAS-2026-01-JU**

**PROPOSALS DUE:**

APRIL 10, 2026, NO LATER THAN 3.00 P.M. PACIFIC TIME

## **1.0 BACKGROUND INFORMATION**

The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system, and includes the superior courts, appellate courts and state supreme court. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice and procedure, and performs other functions prescribed by law. The Judicial Council is the staff agency for the council and assists both the council and its chair in performing their duties.

This Request for Proposal (“RFP”) is being issued by the Judicial Council on behalf of the fifty-eight (58) Superior Courts of California, (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”).

## **2.0 DESCRIPTION OF GOODS AND/OR SERVICES**

- 2.1 The Judicial Council is requesting proposals from highly qualified contractors with expertise in providing an internet-based employment recruitment software application, to individual members of the Purchasing Group, which are superior courts located throughout California. Contingent upon approval from Judicial Council, contractors may elect to team with subcontractors to meet the requirement of this RFP.
- 2.2 The Human Resources departments of the Superior Courts of California are responsible for providing recruiting services for their courts. The courts are in need of an internet-based employment recruitment software application (as needed per court) as a means of publicizing job openings and receiving, storing and processing qualified applications. Detailed system criteria can be found in the Minimum Employment Recruitment Software Application Requirements (Exhibit 1).
- 2.3 The Judicial Council intends to award one Master Agreement (“Master Agreement”), for an initial three (3) year agreement with two (2) one-year options to extend. Pricing shall remain fixed for the initial three (3) years of the Master Agreement; for any one-year extension period, pricing agreed to by the Judicial Council and contractor for that period shall remain fixed for that period. If the Judicial Council elects to extend the term of this Master Agreement by exercising any of the two (2) one-year options to renew, any agreed upon price adjustment (whether an increase or decrease) may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

[http://data.bls.gov/timeseries/CUUR0000SA0?output\\_view=pct\\_12mths](http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths)

Consumer Price Index - All Urban Consumers

12-Month Percent Change

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

The contractor or contractors shall supply the Purchasing Group members with an unknown quantity of internet-based employment recruitment software applications, including implementation. The Purchasing Group members will not be required to use any Master Agreement that may result from this RFP. Purchasing decisions will be based on what is in the best interest of the Purchasing Group members.

- 2.4 After an award of a Master Agreement, requests for implementation of an internet-based employment recruitment software application will be made by a Purchasing Group member entering into a Participating Addendum with the contractor; the Participating Addendum (Appendix G) of the Judicial Council Standard Terms and Conditions (Attachment 2) contains a sample of the Participating Addendum. Pricing for the services shall be in accordance with the prices set forth in the Master Agreement. The Participating Addendum will reference the Master Agreement number and will list and describe all of the requested services and the respective pricing. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.
- 2.5 The Judicial Council may elect to make an award to one contractor if it is in the Judicial Council's best interest to do so. The Judicial Council reserves the right to make only one award, multiple awards or to reject any or all proposals submitted in response to this RFP in whole or in part. The Judicial Council further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

### 3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<b>March 10, 2026</b>
Deadline for questions submitted to <a href="mailto:TCSolicitation@jud.ca.gov">TCSolicitation@jud.ca.gov</a>	<b>March 18, 2026 at 3:00 p.m. (Pacific Time)</b>
Questions and answers posted at <a href="https://courts.ca.gov/policy-administration/bidders-solicitations">https://courts.ca.gov/policy-administration/bidders-solicitations</a> (estimate only)	<b>March 25, 2026</b>
Latest date and time proposal may be submitted. <i>Note that Technical and Cost Proposals are submitted to different mailboxes as noted below.</i>	<b>April 10, 2026, at 3:00 p.m. (Pacific Time)</b>
Technical Proposal Only must be submitted to <a href="mailto:TCSolicitation@jud.ca.gov">TCSolicitation@jud.ca.gov</a>	<b>April 10, 2026, at 3:00 p.m. (Pacific Time)</b>
Cost Proposal Only must be submitted separately to <a href="mailto:RFP-TCAS-2026-01-JU-Cost@jud.ca.gov">RFP-TCAS-2026-01-JU-Cost@jud.ca.gov</a>	<b>April 10, 2026, at 3:00 p.m. (Pacific Time)</b>
Evaluation of proposals (estimate only)	<b>April 13, 2026 – April 20, 2026</b>
Technical scores posted on the JCC website (estimate only)	<b>April 24, 2026</b>
Public opening of cost portion of proposals Note: the public opening of the cost portion may be viewed via Microsoft Teams at 2:00 pm (Pacific Time) using the following URL and meeting number: <a href="https://teams.microsoft.com/meet/27755080676186?p=M9UfMju5hVJrRYtrnk">https://teams.microsoft.com/meet/27755080676186?p=M9UfMju5hVJrRYtrnk</a>	<b>April 28, 2026, at 2:00 p.m. (Pacific Time)</b>
Notice of Intent to Award (estimate only)	<b>May 15, 2026</b>
Negotiations and execution of contract (estimate only)	<b>May 22, 2026 – June 30, 2026</b>
Contract start date (estimate only)	<b>July 1, 2026</b>
Contract end date (estimate only)	<b>June 30, 2029</b>

#### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign this Judicial Council Standard Form Master Agreement (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions and submit the completed form with its proposal.  <b>Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The JBE, in its sole discretion, will determine what constitutes a material exception.</b>
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation and submit the completed form with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Unruh Civil Rights Act and California Fair Employment And Housing Act Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal.
Attachment 9: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 10: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form and it must be submitted with the Proposer’s proposal. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration and submit the completed form with its proposal.
Attachment 11: Bidder Declaration	The Proposer must complete this form and submit with its proposal only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.

ATTACHMENT	DESCRIPTION
Exhibit 1: Minimum Employment Recruitment Software Application Requirements	Minimum employment recruitment software requirements.
Exhibit 2: Response Template	The Proposer must complete this form which summarizes the functionality of the Proposer’s system or product and submit the completed form with its proposal.
Exhibit 3: Pricing Sheet	The Proposer must complete this form with their Cost proposal information and submit the completed form with its proposal. Additional columns and/or sheets may be used, but all costs must be reflected in this exhibit.

## 5.0 PAYMENT INFORMATION

Payment provisions are set forth in Payment Provisions (Appendix B) of the Judicial Council Standard Terms and Conditions (Attachment 2).

## 6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” in section 7.0 below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 6.2 The Proposer must submit its proposal in two separate parts, the non-cost portion and the cost portion.
  - a. **Non-Cost Proposal:** The Proposer must submit **an electronic copy** of the non-cost portion of the proposal as a separate attachment. The proposal must be signed by an authorized representative of the Proposer. The non-cost portion of the proposal must be submitted via email to [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) and the attachment must be marked “NON-COST PROPOSAL.” The Proposer must write the RFP title and number in the subject line of the email.
  - b. **Cost Proposal:** The Proposer must submit an electronic copy of the cost portion as an attachment separate from the non-cost proposal and marked “COST PROPOSAL.” The cost portion of the proposal must be signed by an authorized representative of the Proposer. The cost portion of the proposal must be in searchable PDF, Word, or Excel format. The cost portion of the proposal must be submitted via email to [RFP-TCAS-2026-01-JU-Cost@jud.ca.gov](mailto:RFP-TCAS-2026-01-JU-Cost@jud.ca.gov).

- 6.3 Late proposals will not be accepted. Submission acceptance will be based on the date and time the proposal is received by the Judicial Council. Emails for both proposals must be received **prior** to the due date and time, or the proposal will not be accepted. Due to the potential for email transmission delays, which may cause late receipt and non-acceptance of proposals, it is recommended that Proposers email their proposals well in advance of the due date and time.
- 6.4 The Judicial Council reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement or contract, and does not create any obligation to form a contract. The Judicial Council and/or the State of California shall not be responsible for the cost of preparing a proposal. Submitted proposals may be retained for official files and may become a public record.

## 7.0 PROPOSAL CONTENTS

- 7.1 Non-Cost Portion. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.
- 7.1.1 The Proposer's name, address, telephone number, and federal tax identification number.
- 7.1.2 Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- 7.1.3 Proposers must designate certain highly experienced and qualified individuals in their respective subject matter areas as key staff to function in specified roles and serve as consistent, accessible, single points of contact to support the courts in filling requests under a resulting Master Agreement.
- 7.1.3.1 **Designate Key Staff:** Identify and designate individual(s) that will serve as key staff for Proposer in a subsequent Master Agreement (if a Master Agreement is awarded to Proposer). The following positions have been designated as key staff:
- 7.1.3.1.1 **Account or Client Service Representative** will manage or resolve any issues related to the contract, terms and conditions of the Master Agreement, services and software application issues. He/she will ensure that jobs are posted accurately and in a timely manner on internal and external sites. He/she will resolve applicant

issues related to the recruitments as well as assist the courts with their recruitment related issues. He/she will deliver reports to the courts in a timely manner and act as a primary contact to the courts for the duration of the Master Agreement.

7.1.3.1.2 **Accounting Lead** will manage billing, invoices and submit billing reports to the courts. He/she will be responsible for delivering invoices on time and resolving any issues related to billing and invoices.

7.1.3.1.3 **Account Manager or Client Services Manager** will manage or resolve any issues that the account or client services representative or accounting lead cannot resolve. He/she will handle escalation of issues as needed.

7.1.3.2 **Resumes:** Provide detailed and complete resumes documenting the background and professional expertise of each individual that Proposer proposes to be a designated key staff member for Proposer in a subsequent Master Agreement (if awarded to contractor).

7.1.3.3 **Stability of Key Staff:** Identify how long each of the designated key staff members have been serving in those specified roles, and if less than two (2) years for any designated key staff, describe the reasons for such short tenure, and identify how long their predecessor(s) served in those roles, and why the predecessor left that role. Describe and discuss the company's specific plans for ensuring stability of key staff for the duration of a prospective Master Agreement.

7.1.3.4 **Turnover Rate of Executives and Key Staff:** Describe and discuss the turnover rate of key executives and the designated key staff members. Describe and discuss the company's key executive / key staff retention philosophy.

7.1.4 Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.

7.2. Proposer must provide a response to the requirements of this RFP by completing and submitting the Response Template (Exhibit 2), with its proposal.

7.3. Proposer's Acceptance of Terms and Conditions (Attachment 3).

- 7.3.1. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
- 7.3.2. If exceptions are identified, the Proposer must also submit (a) a red-lined version of Judicial Council Standard Terms and Conditions (Attachment 2) that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- 7.4. Certifications, Attachments, and other requirements.
  - 7.4.1. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
  - 7.4.2. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
  - 7.4.3. **Conditional:** The Proposer must complete the Small Business Declaration (Attachment 5) and submit this form with its proposal **only** if it wishes to claim the small business preference associated with this solicitation.
  - 7.4.4. The Proposer must complete the Payee Data Record Form (Attachment 6) and submit the completed form with its proposal.
  - 7.4.5. The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
  - 7.4.6. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its proposal.
  - 7.4.7. The Proposer must complete the Darfur Contracting Act Certification (Attachment 9) and submit the completed certification with its proposal.
  - 7.4.8. **Conditional:** The Proposer must complete the DVBE Declaration (Attachment 10) and submit this form with its proposal only if the Proposer is itself a DVBE and seeks the Disabled Veteran Business Enterprise

preference. Also, Each DVBE that will provide goods and/or services in connection with the contract must complete this form and it must be submitted with the Proposer's proposal.

- 7.4.9 **Conditional:** The Proposer must complete the Bidder Declaration (Attachment 11) and submit this form with its proposal only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
- 7.5 Cost Portion. The following information must be included in the cost portion of the proposal.
- 7.5.1 All of the Proposer's pricing information must be entered in the Pricing Sheet (Exhibit 3) and submitted with the Proposer's proposal.
- 7.5.2 Proposer must provide firm fixed pricing for all pricing entered in the Pricing Sheet (Exhibit 3). The winning Proposer will be paid only on a firm fixed price basis per the pricing the Proposer submits in the Pricing Sheet (Exhibit 3).
- 7.5.3 The Proposer's pricing must include all anticipated charges, including, but not limited to: cost of materials and product, implementation, training, all applicable taxes, overhead, profit, and cost of providing insurance. Additionally, contractor must include the amount that will be charged for annual license and support costs for the duration of the Master Agreement as well as the option years. This RFP does not allow any travel costs or other expenses from the Proposer.
- 7.5.4 Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the Proposer's or any of the Proposer's subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. The Proposer must indicate in Pricing Sheet (Exhibit 3) if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on all invoices submitted by the winning Proposer.
- 7.5.5 The Proposer's pricing proposal must describe how the annual license and support costs might change in each year of the Master Agreement, how future price increases will be minimized and capped, and how both increases and decreases will be passed on to the Judicial Council and members of the Purchasing Group if the Master Agreement is renewed after the initial term.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

## **8.0 OFFER PERIOD**

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

## **9.0 EVALUATION OF PROPOSALS**

The cost portion of the proposals will be publicly opened via Microsoft Teams at the date and time noted above in Section 3.0. The opening will take place in a public location and may be viewed via Microsoft Teams using the link:

<https://teams.microsoft.com/meet/27755080676186?p=M9UfMju5hVJrRYtrnk>

The cost portion will only be opened and evaluated if the Proposer’s non-cost portion is determined to be responsive.

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

If a contract will be awarded, the Judicial Council will post an intent to award notice at <https://courts.ca.gov/policy-administration/bidders-solicitations>.

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	45
Ability to provide the features & functionality as described in the Minimum Employment Recruitment Software Application Requirements (Exhibit 1)	17
Support Services	11
Acceptance of the Terms and Conditions	10
Implementation Methodology	7
Training Services	7
("DVBE") Incentive Disabled Veterans Business Enterprise incentive is available to qualified contractors.	3

## 10.0 INTERVIEWS

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

## 11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** Except as required by law, the Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains

portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, as set forth in this Section 11.

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

## **12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

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

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

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 11). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 10) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

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

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

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

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

### **13.0 SMALL BUSINESS PREFERENCE**

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

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

To receive the small business preference, the Proposer must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a

commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

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

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

#### **14.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see <https://courts.ca.gov/system/files/2024-08/jbcl-manual.pdf>). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests must be sent to: [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov).

#### **15.0 GENERATIVE ARTIFICIAL INTELLIGENCE**

Definitions:

“Artificial intelligence” or “AI” means technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

“Generative Artificial Intelligence” or “GenAI” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system’s training data.

15.1 In its proposal, Proposer must notify the Judicial Council if Proposer’s goods or services contain or utilize GenAI (or will contain or utilize GenAI), or if GenAI is or will be included in any services, goods, or deliverables that materially impact:

(a) functionality of a Purchasing Group member's system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to a Purchasing Group member's operations);

(b) risk to the Purchasing Group member (i.e., the work using GenAI could have a significant, substantial effect on the Purchasing Group member's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the Purchasing Group member); or

(c) contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).

15.2 Proposer's failure to disclose GenAI to the Judicial Council may result in disqualification (at the Judicial Council's sole discretion), and the Judicial Council reserves the right to seek any and all relief it may be entitled to as a result of such non-disclosure.

15.3 The Judicial Council reserves the right to incorporate GenAI-related provisions into the final contract and to reject bids/offers that present an unacceptable level of risk to the Judicial Council, as determined by the Judicial Council in its sole discretion.