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|  | **REVISION No. 1**  **Revised April 25, 2016**  **Judicial Council of California**  **TITLE: TEMPORARY STAFFING SERVICES**  **RFP NO: HR-2016-03-ML**  **PROPOSALS DUE: May 25, 2016 no later than**  **3:00 p.m. (Pacific time)** |



**REQUEST FOR PROPOSALS**

**1.0 BACKGROUND INFORMATION**

1.1 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. 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 Judicial Council is the staff agency for the council and assists both the council and its chair in performing their duties.

1.2 Objective.

1.2.1 The Judicial Council seeks to identify and retain a primary, qualified temporary staffing agency to expeditiously supply the Judicial Council with high-quality, cost-effective, professional and administrative temporary employees. This Request for Proposal (“RFP”) is the means for prospective temporary staffing agencies to submit their qualifications to the Judicial Council and request selection as a result of this RFP.

1.2.2 The Judicial Council anticipates awarding a temporary staffing agency a one-year term initially, with potentially up to three year terms in total. The years are based upon the State’s fiscal year (July through June) and option terms may be exercised at the Judicial Council’s sole discretion. Cost/fee proposals are solicited covering pricing all three potential fiscal years.

1.2.3 Over the last four years, the Judicial Council has averaged expending $700,000 per year for temporary staffing services. However, the Judicial Council does not guarantee that an agency will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of orders the Judicial Council may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

1.2.4 This RFP will cover temporary staffing service needs for the Judicial Council headquartered in San Francisco, and its regional office located in Sacramento, California. However, occasional needs will arise in various cities throughout California. In addition, the California Courts of Appeal, a judicial branch agency, may opt to buy in to the Judicial Council’s temporary staffing services master agreement as their temporary employee needs arise. The Courts of Appeal are located in San Francisco, San Jose, Sacramento, Fresno, Los Angeles, Ventura, Riverside, Santa Ana and San Diego.

1.3 Website. For additional information about this solicitation, including electronic copies of the solicitation documents, see the California Courts Website located at [*www.courts.ca.gov/rfps.htm*](http://www.courts.ca.gov/rfps.htm) (“Courts Website”).

1.4 Judicial Council’s Human Resource

1.4.1 The Human Resources office of the Judicial Council provides the full range of human resources services to California judicial officers and to employees of the appellate courts, the Judicial Council, the Habeas Corpus Resource Center (HCRC), and the Commission on Judicial Performance (CJP).

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Judicial Council seeks the services of a person or entity with expertise in expeditiously sourcing, screening, and providing top quality candidates to fill agency temporary staffing needs for a diverse range of job classifications.

2.1 The Judicial Council anticipates that the service provider will provide temporary staffing services, as requested in accordance with eventual master agreement’s terms and conditions. Temporary staffing services to be performed will be determined and communicated via ordering documents (e.g., work orders and purchase orders), as they arise.

2.2 Services are expected to be performed by the temporary staffing agency starting the end of June 2016 for an initial one-year term; the Judicial Council, at its sole discretion, may elect to extend the Master Agreement past the initial term for up to (2) two consecutive one-year option terms.

2.3 The Judicial Council makes no representations hereunder about the amount of work that may be given to a service provider pursuant to this RFP; however, the information provided below is illustrative only of the general work requirements which the temporary staffing agency will be asked to provide. For further description of the anticipated work requirements, refer to Exhibit E, Description of Services in **Attachment 2**, Master Agreement Terms and Conditions.

2.3.1 Pursuant to ordering documents issued under a master agreement, perform temporary staffing agency services.

2.3.2 Staff temporary job openings, on request and within the requested time frame, with individuals who possess the required minimum qualifications required by the classification specification and the desirable qualifications requested in order to perform the assignment to the fullest capacity.

2.3.3 Proactively source, recruit and maintain network of quality candidates for Judicial Council consideration.

2.3.4 Provide regular daily follow-up with Project Manager on temporary positions that have not been filled, or require replacement temporary staff.

2.3.5 If unable to provide qualified candidates through temporary staffing agency’s database and network of currently existing partners, subcontract with a functional specific temporary staffing agency to provide qualified and/or specialized candidates needed on a timely basis.

2.3.6 Provide and conduct background checks and thorough past employee references (using Judicial Council provided template) for selected candidates within a reasonable time frame prior to start date of assignment. All agencies shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases. If the agency uses an outside company to conduct background checks, the agency shall only use registered, licensed investigators.

2.3.7 Provide the billing rate for each temporary employee, job classification, the applicable mark-up rates.

2.3.8 Provide detailed temporary staffing reports that include data such as: name of employee, Judicial Council unit and office and location in which temporary employee worked, start and end dates (or anticipated end date), billing rate, classification, funding source, total regular hours worked, total overtime hours worked, and total amount invoiced, etc. in addition to ad hoc reports, as requested.

2.3.9 Provide a consistent, accessible, single point of contact to support the entire Judicial Council account, allowing the Judicial Council to interview potential replacements in the event that a change of point of contact is required.

2.3.10 Provide all required sexual harassment training, safety practices/training, and any education or training as required by law.

2.3.11 Provider will strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The agency must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the Judicial Council. When applicable, the agency must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA).

**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**:** | **April 1, 2016** |
| Deadline for questions | **April 11, 2016**  **at 3:00 p.m. (Pacific Time)** |
| Questions and answers posted (*estimate only*) | **April 14, 2016** |
| Latest date and time proposal may be submitted | **May 25, 2016**  **at 3:00 p.m. (Pacific Time)** |
| Evaluation of proposals (*estimate only*) | **May 26-June 8, 2016** |
| Notice of Intent to Award (*estimate only*) | **June 10, 2016** |
| Anticipated interview dates, if needed (*estimate only*) | **Week of June 13, 2016** |
| Negotiations and execution of contract (*estimate only*) | **June 20-June 24, 2016** |
| Contract start date (*estimate only*) | **June 27, 2016** |
| Contract end date (*estimate only*) | **June 30, 2017** |

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**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT** | **DESCRIPTION** |
| --- | --- |
| **Attachment 1:** Administrative Rules Governing RFPs (Non-IT Services): | These rules govern this solicitation. |
| **Attachment 2:**  Master Agreement Terms and Conditions | If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council Standard Form agreement containing these terms and conditions(the Master Agreement “Terms and Conditions”). |
| **Attachment 3:** Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Master Agreement Terms and Conditions or identify exceptions to the Master Agreement Terms and Conditions. |
| **Attachment 4:**  General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| **Attachment 5:**  Darfur Contracting Act Certification | The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification 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:**  Pricing Form | On this form, the Proposer must provide hourly rates per classification, per term, mark-up percentages, and other pricing requirements. |
| **Attachment 9:**  DVBE Declaration | Complete this form only if the Proposer wishes to claim the DVBE inventive associated with this solicitation. |
| **Attachment10:**  Bidders Declaration | Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation. |

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**5.0 PRE-PROPOSAL CONFERENCE**

The Judicial Council will not hold a pre-proposal conference.

**6.0 SUBMISSIONS OF PROPOSALS**

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

6.2 The Proposer must submit its proposal in the following manner:

6.2.1 The Proposer must submit **one (1) original and three (3) copies** of the **proposal**. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

6.2.2 The Proposer must also submit an **electronic version** of the entire proposal on USB memory stick/flash drive or via e-mail to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The files must be in PDF, Word, or Excel formats.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California

Attn: Nadine McFadden, **RFP#** **HR-2016-03-ML**

455 Golden Gate Avenue

San Francisco, CA 94102

6.4 Late proposals will not be accepted.

6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

**7.0 PROPOSAL CONTENTS**

7.1The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive.

a. The Proposer’s name, headquartered address, telephone and fax numbers, and federal tax identification number. Please include the addresses of other locations, if applicable. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.

c. For each key staff member: a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.

d. Names, addresses, and telephone numbers of a minimum of **five (5)** clients, preferably public sector or government entities, for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.

e. Proposed method to complete the work.

i Describe the methodology used to fill an ordering document for a temporary employee. Detail how and where your agency would typically source and advertise based on the list of job classifications provided.

ii. Describe what sets your agency apart from other staffing agencies, and why and how you are qualified to handle the Judicial Council as a client.

iii. Describe your current turnover rate for your agencies recruiters and account representatives.

iv. Provide a detailed description of your agency’s testing, screening and interview processes. Using the descriptions provided for the Judicial Council’s job classifications noted in **Attachment 2**, Master Agreement Terms and Conditions, Exhibit F, Classifications, describe the criteria of how your agency determines if a candidate meets the qualifications of the position.

v. Discuss your agency’s ability and success rate at placing long-term temporary assignments. Describe any metrics your agency has in place to track time to fill, and quality of hire.

vi. Discuss the process or policy regarding replacing a temporary employee (e.g., temporary employee exhibits excessive absenteeism, tardiness, personality conflicts, or other employee relations issues).

vii. Describe the types of positions most commonly filled, and the types of positions you have the means to fill. **Attachment 2**, Master agreement Terms and Conditions, Exhibit F, Classifications, sets forth the descriptions of the Judicial Council’s frequently requested temporary positions. Describe your agency’s successes and obstacles in filling similar orders.

viii. Discuss your policy and procedures of overtime pay, holiday pay, emergency pay, and working on holidays for temporary employees.

ix. The Judicial Council is a California state entity and is unable to pay standard conversion or buyout fees for non-executive positions. Provide the conversion period duration from the assignment of a temporary employee, after which the State would be able to hire the assigned temporary employee.

x. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, etc.) for which your agency regularly pays its temporary employee for work performed.

xi. Describe the type (e.g., online or manual timecards) and general process of timecard reporting and obtaining manager or delegate approval for hours worked by temporary employees. Provide a description of your agency’s ability to provide additional authorization steps to validate any overtime or holiday time entered on a timesheet.

xii. Identify the processes or procedures available for weekly, bi-monthly or monthly invoicing, including summaries or reports available for each pay cycle.

xiii. The Judicial Council does not allow temporary employees to work from home. Describe the policies and procedures your agency will utilize to ensure those placed on assignment will adhere to this requirement.

xiv. The Judicial Council is headquartered in San Francisco and has additional office in Sacramento. Provide a description of 1) your agency’s ability, if any, to allow other California judicial branch agencies such as the Courts of Appeal, an option to buy in to the Judicial Council’s master agreement, 2) your agency’s ability to provide staffing services to all Judicial Council locations without incurring additional costs than what is proposed in Section 7.0 Proposal, and 3) how our account would be managed under the single point of contact requirement.

xv. Indicate whether you will be able to provide the Judicial Council with customized billing to accommodate the following: invoice to include temporary employee’s reporting manager, work order and funding code, one invoice per temporary employee, and provision of four copies of each invoice.

xvi. Describe how often your agency reconciles account payables/receivables and billing errors made to or by the Judicial Council (if any). Include the procedure by which the Judicial Council will be notified including timing of notifications, penalties imposed and reimbursement processes.

xvii. Provide a list of reports that your agency has the ability to readily produce for the Judicial Council. Describe the process required and standard timeframe needed for any ad hoc reporting requested by the Judicial Council. Note: The Judicial Council’s fiscal year is July 1 to June 30.

xviii. Provide written verification certifying that all temporary employees provided by your agency will be considered employees of your agency, or of your agency’s subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable minimum insurance coverage and all payroll taxes covering each person whose services you provide to the Judicial Council.

xix. Travel may be necessary for some temporary employees. Provide your policy, procedures and billing charges for travel and travel reimbursements (if applicable).

xx. Discuss the average response time on completing ordering documents by successfully placing temporary employees. Also provide hours of business, and work hours of key staff.

xxi. Indicate what technology you have in place and/or have available for implementation to reduce paperwork and expedite response times. Include all software and hardware requirements expected of the client.

xxii. Describe previous use of function-specific subcontractors to fill niche or “hard-to-fill” positions, and include time requirements expected before use of function-specific subcontractors can be demanded by the Judicial Council.

xxiii. Describe your agency’s affiliation, partnership or direct access to other function-specific staffing agencies specialty or niche talent pool (e.g., construction, real estate, legal professionals, engineering, etc.)

xxiv. Describe how your agency would brand or represent our particular entity. Provide a sample advertisement for one of the job classifications listed in **Attachment 2**, Master Agreement Terms and Conditions, Exhibit F, Classifications.

xxv. Describe any benefits and training offered to temporary employees and how applied.

xxvi. Indicate if your agency provides ergonomic evaluations or equipment for temporary employees if not available by the Judicial Council. If so, please describe your process and policies for determining **and fulfilling** ergonomic needs.

7.2 Acceptance of the Terms and Conditions.

i. On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

7.3 Certifications, Attachments, and other requirements.

i. The Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.

ii. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.

iii. The Proposer must complete the Payee Data Record Form (**Attachment 6**).

iv. The Proposer must complete the Iran Contracting Act Certification (**Attachment 7**) and submit the completed certification with its proposal.

v. 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.

vi. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

vii. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.4The following information must be included in the proposal:

7.4.1 As a separate document using **Attachment 8**, Pricing Form, provide the temporary staffing agency’s proposed pricing and fee schedule.

7.4.2 In accordance with the position descriptions set forth in **Attachment 2**, Master Agreement Terms and Conditions, Exhibit F, Classifications, provide pricing for the following:

7.4.3 For each of the job classifications listed and for each of the three possible terms considered for this effort, provide the following: actual temporary employee take-home pay rate (rate reflected on temporary employee’s paycheck).

7.4.4 The eventual billing rates will be calculated by multiplying the applicable salary rate or subcontractor billing rate, as proposed in response to paragraph 7.4.4 by the appropriate mark-up, which is to be retained by the agency from the State’s payment for the agency’s services rendered. For each of the three possible terms considered for this effort, provide the following mark-up rates:

7.4.4.1 Contractor mark-up, which is the agency’s mark-up from its temporary employees’ pay or salary rates; in this case, the temporary employee pay or salary rate plus this mark-up equals the billing rate which will be in an ordering document.

7.4.4.2 Judicial Council referral discount, which is the agency’s discounted mark-up from its temporary employees’ pay or salary rates for temporary employees referred to the agency by the Judicial Council; in this case, the temporary employee’s pay or salary rate plus this mark-up equals the billing rate which will be in an ordering document.

7.4.4.3 Subcontractor mark-up, which is the agency’s mark-up for subcontracted temporary staff; in this case, the subcontractor’s billing rate plus this mark-up equals the billing rate which will be in an ordering document.

7.5 **Rates proposed must be inclusive of all burdened elements of cost, including but not limited to current local, city, or state ordinances, administrative costs, overhead expenditures, etc., or other elements of cost that may arise over the eventual master agreement’s term.**

The successful Proposer will be required to fully comply with, and be bound by the provisions of the San Francisco Health Care Security Ordinance (HCSO), as set forth in San Francisco Administrative Code Chapter 14, and the San Francisco Paid Sick Leave Ordinance, as set forth in San Francisco Administrative Code Chapter 12W. Subcontractors of the temporary agency should consult the San Francisco Administrative Code to determine their compliance obligations under these chapters.

7.6 In addition, for the following, provide either pricing and/or method for calculation of pricing or explanation describing why no pricing is proposed:

7.6.1 Overtime rates; if applicable.

7.6.2 Any applicable volume discount and associated periods.

7.7 It is expected that all temporary staffing agencies responding to this RFP will offer the firm’s government or comparable favorable rates. Proposals should not include proposed costs for either background checks or travel related expenses as background checks will be reimbursed at actual cost and travel expenses, if any, will be reimbursed at actual cost, as set forth in **Attachment 2**, Master Agreement Terms and Conditions, Exhibit B, Special Provisions.

7.8 The cost/fees proposed must be inclusive of personnel, materials, computer support, and overhead rates. The method of payment to the temporary staffing agency is anticipated to be by cost reimbursement.

**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**

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

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.

| **CRITERION** | **maximum number of points** |
| --- | --- |
| Quality of work plan submitted | 20 |
| Experience on similar assignments | 10 |
| Cost | 30 |
| Credentials of staff to be assigned to the project | 15 |
| Acceptance of the Terms and Conditions | 7 |
| Ability to meet timing requirements to complete the project | 15 |
| (“DVBE”) Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers. | 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 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 pursuant to applicable provisions of the California Public Contract Code and rule 10.500 of the California Rules of Court.** 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 will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” 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. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

1. **DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

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

12.2 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 above.

12.3 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”).

12.4 If Proposer wishes to seek the DVBE incentive:

12.4.1 Proposer must submit with its proposal a DVBE Declaration (**Attachment 9**) 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.

12.4.2 Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 10**). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

12.5 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.

12.6 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.

12.7 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.

**FRAUDULENT MISREPREPRETATION 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 PROTESTs**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Judicial Council – Branch Accounting and Procurement

ATTN: Protest Hearing Officer**, RFP#** **HR-2016-03-ML**

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102