

# REQUEST FOR PROPOSALS

---

**JUDICIAL COUNCIL OF CALIFORNIA**

**REGARDING:**

*Ergonomic Assessments Master Agreement*

**RFP NO: HR-2020-24-CD**

**PROPOSALS DUE:**

*January 29, 2021 NO LATER THAN 5:00 P.M. PACIFIC TIME*

## **1.0 BACKGROUND INFORMATION**

- 1.1 Judicial Council of California (“Judicial Council,” or “State”) The Judicial Council, chaired by the Chief Justice, is the rule-making arm of the California court system. It was created by an amendment to article VI of the California Constitution in 1926. In accordance with the California Constitution and under the leadership of the Chief Justice of the Supreme Court of California, the Judicial Council directs improvements to 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’s Human Resources office is the staff entity for the Judicial Council and assists both the Judicial Council and the Chief Justice in performing their duties.

The Judicial Branch Entities (JBE) consists of:

- Supreme Court of California (SC)
  - California Judicial Center Library
  - District Courts of Appeal (DCA)
  - 58 Superior Courts of California (also referred to as trial courts – TC) located in each of the 58 counties
  - Habeas Corpus Resource Center (HCRC)
  - Commission on Judicial Performance (CJP)
  - Judicial Council - San Francisco, Sacramento, and some satellite offices
- 1.2 The Judicial Council seeks the services of multiple contractors with expertise in performing ergonomic evaluations and follow-up evaluations, as needed, for the JBE’s listed above. The geographic locations for the evaluations will cover six (6) regions (“Service Area”), which are identified in Attachment 9. The Judicial Council anticipates entering into multiple Master Agreements for these services.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

- 2.1 The Contractor will perform on-site or remote/virtual ergonomic evaluation services, make equipment recommendations, recommend workstation changes, and will perform follow-up evaluations as needed.
- 2.2 Services are estimated to be performed by the Contractor(s) between July 1, 2021 through June 30, 2022, with possible options to renew for up to three (3) consecutive one-year option terms. The Judicial Council will have the sole discretion to exercise any such options.

Contractors may indicate in their proposal one or more Service Areas. The number of Service Areas Contractor responds to will not affect the evaluation or scoring of the Contractor's proposal.

- 2.3 The JBE Project Manager will issue to Contractor a Work Authorization Form (Attachment 10) for the services to be provided for employees located at the applicable offices of the JBE.
- 2.4 At the JBE's preference, the JBE Project Manager or the Contractor will coordinate the appointment. If there are multiple evaluations needed in the same facility, the JBE Project Manager or the Contractor will make best efforts to schedule the appointments back-to-back.
- 2.5 Scheduling Requirements – for each on-site and/or remote/virtual evaluation, the Contractor must perform the following scheduling activities:
  - 2.5.1 The Contractor must be available to perform evaluations or follow-up evaluations within five (5) business days from the date requested by the JBE Project Manager.
  - 2.5.2 The Contractor must complete its written ergonomic report and provide it back to the JBE Project Manager within five (5) business days of completing the evaluation or follow-up evaluation.
- 2.6 Evaluations and Reporting Requirements: The Contractor must perform the following on-site and/or remote/virtual evaluations and reporting activities:
  - 2.6.1 Perform evaluations taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstation, and other criteria on the following services.
  - 2.6.2 Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and possible behavior modifications to prevent and/or reduce further injury or reduce pain or discomfort.
  - 2.6.3 Written reports must be provided electronically in a .doc or .pdf format. The written reports must include:
    - 2.6.3.1 Work Authorization Number (a unique identification number assigned by the service provider to the JBE Project Manager when scheduling the evaluation)
    - 2.6.3.2 Date of evaluation
    - 2.6.3.3 Name of the individual being evaluated
    - 2.6.3.4 Building address and workstation location

- 2.6.3.5 Description of current workstation configuration
  - 2.6.3.6 Information regarding the observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.
  - 2.6.3.7 Findings and recommendations, including the most cost-effective product recommendations and/or specifications, adjustments and suggestions for improving workstation efficiency and safety, and work habit corrections.
  - 2.6.3.8 Photographs of workstation, before and, if applicable, after workstation modifications.
  - 2.6.3.9 All reports must be signed and dated by the evaluator.
- 2.7 Resources– The Contractor must be able to provide online and printed materials, customized for the JBE.
- 2.7.1 Provide printed materials as requested by the JBE. This may include onboarding packets, ergonomic pamphlets or handouts customized for the JBE.
  - 2.7.2 Access to online resources robust enough for an employee to conduct a self-assessment. This may include videos, graphics and pamphlets.
  - 2.7.3 Provide consolidated ergonomic data reports to the JBE. Examples of reports can include number of evaluations (initial and follow-up) performed for each JBE, total cost of ergonomic evaluation expenditures by JBE, etc.
- 2.8 Hourly Consultation – From time to time, projects may arise requiring assistance from the Contractor to advise on facility planning with ergonomic issues, perform department-wide ergonomic projects, or assist with other areas of expertise that may be outside the scope of services.
- 2.9 All ergonomic products will be recommended from an approved list of products maintained by the JBE. Some exceptions with regards to ordering outside of the pre-approved list may be necessary, however, it will require approval by the JBE.
- 2.10 If selected, Contractors will be evaluated and selected to provide services for the following JBE within the State of California’s six (6) regions:
- one or more of the fifty-eight (58) Superior Courts,
  - Six (6) Courts of Appeal,
  - Judicial Council,
  - Supreme Court,
  - Habeas Corpus Resource Center,
  - Commission of Judicial Performance,
  - California Judicial Center Library located within Region 1.

2.11 A map of the regional Service Areas of the court locations is included as **Attachment 9** to this RFP. Contractors may indicate one or more Service Areas in their proposal. The number of Service Areas Contractor responds to will not affect the evaluation or scoring of the Contractor’s proposal. All Contractors are required to indicate in their Technical Proposal and Cost Proposal which Service Areas they wish to be considered for.

- Region 1
- Region 2
- Region 3
- Region 4
- Region 5
- Region 6

2.12 Timeframe for Services / Term of Awarded Agreement:

2.12.1 The Judicial Council anticipates the initial term of the subsequently awarded agreement(s) will be for one year beginning **July 1, 2021** and ending **June 30, 2022** (“**Initial Term**”), with the Judicial Council holding options to extend the agreement(s) for up to three (3) consecutive one-year terms (“**Option Terms**”) defined as follows:

- July 1, 2021 to June 30, 2022– “Initial Term”
- July 1, 2022 to June 30, 2023 – “First Option Term”
- July 1, 2023 to June 30, 2024 – “Second Option Term”
- July 1, 2024 to June 30, 2025 – “Third Option Term”

2.12.2 The option to extend the agreement for any of the Option Terms will be at the sole discretion of the Judicial Council. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.

### **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.

<b>EVENT</b>	<b>DATE</b>
RFP issued	December 15, 2020

EVENT	DATE
Deadline for questions to: <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>	January 4, 2021 by 2:00 p.m. (Pacific Time)
Questions and answers posted @ <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> (estimate only)	January 15, 2021 by 2:00 p.m. (Pacific Time)
Latest date and time proposal may be submitted to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>	January 29, 2021 by 2 pm (Pacific Time)
Evaluation of proposals ( <i>estimate only</i> )	February 1 – 28, 2021
Interview dates ( <i>estimate only</i> )	February 1 - 28, 2021
Notice of Intent to Award ( <i>estimate only</i> )	March 5, 2021
Negotiations and execution of contract ( <i>estimate only</i> )	March 8, 2021 through May 31, 2021
Contract start date ( <i>estimate only</i> )	July 1, 2021
Contract end date ( <i>estimate only</i> )	June 30, 2022

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

**RFP Title: Ergonomic Assessments Master Agreement****RFP Number: HR-2020-24-CD**

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Contractor”) must sign the Standard Form agreement.
Attachment 3: Contractor’s Acceptance of Terms and Conditions	On this form, the Contractor must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Contractor must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Contractor 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 Bidder Declaration	The Contractor must complete this form only if wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation.
Attachment 8 DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If the Contractor is itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment 9 Map of Regions	A map of the regional service areas (“Service Areas”) of the JBE locations. All Contractors are required to indicate in their Technical Proposal and Cost Proposal which Service Areas they wish to be considered for.
Attachment 10: Work Authorization Form	Upon receiving a Work Authorization Form from the JBE Project Manager, services will be provided to employees located at the applicable offices of the JBE.
Attachment 11 Cost Worksheet	The Contractor must complete both Table 1 & Table 2 of the Cost Worksheet. Include this Attachment ONLY in your Cost Proposal response.

## **5.0 PAYMENT INFORMATION**

- 5.1 See Attachment 2, Standard Terms & Conditions, Appendix B, Payment Provisions.
- 5.2 Rates and Not to Exceed Amount will remain intact throughout the entire term and option terms-of the resulting Contract. If the Judicial Council elects to extend the Term of the Contract, any agreed upon price adjustment (whether an increase or decrease) of hourly rates may not exceed during any option period the percentage change in the 12-month average of the Consumer Price Index (CPI), below:

[https://data.bls.gov/timeseries/CUUR0000SA0?output\\_view=pct\\_12mths](https://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

- 5.3 The hourly rates and Not to Exceed Amount set forth shall be fully burdened and inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates payable to the Contractor for services rendered to the State. The Contractor shall not charge nor shall the State pay any overtime rate.
- 5.4 The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from a job site or any living expenses.
- 5.5 The payment term is **Net 60** from date or receipt of correct invoice.

## **6.0 SUBMISSIONS OF PROPOSALS**

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of from “Description of Services and Deliverables”, Section 2.0 above and “Proposal Contents” section 7.0 below. 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 (2) separate emails. Part 1 will be the Technical proposal and Part 2 will be the Cost proposal.



- a. **Part 1 - Technical Proposal** - The Proposer must submit via mail their Technical Proposal as a separate Attachment from the Cost Proposal to the **Solicitations Mailbox** at [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The Technical Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.
- b. **Part 2 - Cost Proposal** - The Proposer must submit via email their Cost Proposal as a separate Attachment from the Technical Proposal to the **Solicitations Mailbox** at [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments. The Cost Proposal must include Attachment 11, Cost Worksheet. Pricing should include all requirements identified in Section 2.
- c. Submission acceptance for the Proposal will be based on the date and time the emails are received by the Judicial Council. Both emails must be received no later than the due date and time or the proposal will not be accepted.
- d. Only written proposals via email through the Solicitations Mailbox will be accepted. Proposals may not be transmitted by fax.

## 7.0 PROPOSAL CONTENTS

### 7.1 Technical Proposal

A Proposer's proposal in response to this RFP **must** contain all the elements set forth in this Section, and **must** conform to the requirements of Section 6.0, Submission of Proposals, to be considered complete. A table of contents shall be included in the proposal. Please title each section of the response with the corresponding section number below and assemble materials and draft all responses in this same order. A Proposer's failure to include any required information or element of a Proposer's proposal, as set forth in this RFP, may result in the proposal being deemed non-responsive, and may result in the proposal being rejected without further evaluation.

The following information must be included in the technical proposal:

- 7.1.1 A cover letter the original must be signed by an authorized representative of the Proposer. The letter must include:

- The Proposer’s legal business name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- 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.
- The state in which the prime proposer was incorporated, if applicable; Number of years in business, and if applicable, for the previous three (3) years identify all mergers, acquisitions, and initial public offerings.
- Number of years in providing similar services.

- 7.1.2 If applicable, provide a statement of any bankruptcies filed by the Proposer and any law suits filed against the Proposer for malfeasance and a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status (provide a description of the outcome of any such legal action where there was a finding against the respondent or a settlement).
- 7.1.3 Provide a complete list of all proposed subcontractors, if any, with their legal business name, address, contact person and their email address, telephone and fax numbers. If no subcontractors proposed, then so state.

**7.2 Technical Proposal Contents:**

- 7.2.1 Provide a brief summary of your firm, its services, and a description of key staff who will be conducting assessments (brochures and marketing materials may be included as an appendix but should not take the place of a brief written response).
- 7.2.2 Describe how your firm has adapted to the evolving nature of the workforce transitioning to a telecommuting environment. Describe any changes you have implemented to account for this recent trend.
- 7.2.3 Describe the competency, qualification levels, and professional certifications of the Proposer’s project manager and staff. Contractor must include the information on their hiring, ongoing educational or training classes, and the levels of background check and process.

- 7.2.4 Include a description of your experience and expertise serving public sector clients. Include a summary of what differentiates your firm from your competitors.
- 7.2.5 Indicate the primary physical location(s) from which you will be providing your services and which Region(s) you're able to provide service to.
- 7.2.6 Include how many days per month are you available to perform ergonomic services to the JBE. Please clarify if the available days stated include limited hours as well. Include a list of your company holidays for 2021.
- 7.2.7 Depending on the JBE, you may be asked to schedule appointments and evaluations directly with employees after approval by the JBE Project Manager. Describe the tools you use to schedule evaluation appointments and determine employees' availability.
- 7.2.8 Describe how you would handle an unexpected cancellation of an evaluation and state whether you would charge any fees to compensate for that lost appointment. **NOTE:** If there is a fee for cancellation, please include it on the Cost Workbook, Attachment 11.
- 7.2.9 During this time, a large majority of employees at each JBE may be telecommuting from their home either full-time or intermittently. Describe the process you would use to conduct remote ergonomic evaluations for a JBE employees, who's workplace is either in the office and/or at a remote location (i.e. their home.)
- 7.2.10 Describe a challenging ergonomic evaluation in the last two (2) years you have worked on which you and your client were happy with the outcome and explain why. Indicate what the problem was, include the recommendations you made and the outcome if known.
- 7.2.11 Provide an example report of an evaluation you have performed in the last two (2) years for an employee in an office environment. Remove confidential information as needed.
- 7.2.12 What is a reasonable period for you to submit evaluation reports to the JBE project manager following a site visit to the JBE worksite or a remote/virtual evaluation?
- 7.2.13 Describe the types of statistics and data you would keep track of during your performance providing services for a JBE, which would show the benefit of your services to the JBE project manager. You may include an excel table or other means.

7.2.14 Provide sample materials of online and printed resources developed by your firm for the purpose of conducting self-assessments and establishing preventative ergonomic safety measures in the workplace or at a remote location (i.e. home.)

7.3 References:

Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services in size and scope during the last three (3) years, including at least 2 public entities. The Judicial Council will be contacting references listed by the Proposer as part of this selection. Please note that the Judicial Council will work through a Proposer's Reference Manager to complete a reference check. Please inform Proposer's references that they may be contacted by the Judicial Council during the RFP process.

7.4 Acceptance of the Terms and Conditions.

7.4.1 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.

7.4.2 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.

7.5 Certifications, Attachments, and other requirements.

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

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

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

7.5.4 If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.

- 7.5.5 Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.
  - 7.5.6 Proof of financial solvency or stability (e.g., balance sheets and income statements).
  - 7.5.7 The Proposer must complete the Bidder Declaration form (Attachment 7) only if wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation.
  - 7.5.8 Each DVBE that will provide goods and/or services in connection with the contract must complete the DVBE Declaration form (Attachment 8). If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.
- 7.7 Cost Proposal. The following information must be included in the cost proposal.
- 7.6.1 Proposers shall use and submit **Table 1 and Table 2, Cost Worksheet** (Attachment 11) to propose firm fixed price rates for evaluation with a detailed line item budget showing total cost of providing the services set forth in this RFP. Fully explain and justify all budget line items in a narrative entitled "Budget Justification". Complete cost proposals will include proposed rates for the **initial contract term and all option terms**.
  - 7.6.2 The Proposer's firm fixed rates for providing these services, shall be inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates. It is expected that all proposers responding to this RFP will offer the Proposer's government or comparable favorable rates.
  - 7.6.3 Contractor shall provide cost for printed or customized materials, such as onboarding/new hire packets, ergonomic pamphlets, or handouts. Contractor may provide the list of materials they have available.
  - 7.6.4 Contractor shall list rates for providing access to online resources robust enough for the JBE employee to conduct a self-assessment ergonomic evaluation. This will include access to customized videos, graphics and pamphlets.
  - 7.6.5 Contractor shall list an hourly rate for any consultation services related to special ergonomic projects or for expert advice on ergonomic proficiencies to help reduce workplace injuries that may be outside the scope of services.

**7.6.6 THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES** The Judicial Council’s method of payment to the selected service provider for the services specified in this RFP will be by cost reimbursement. Payment for services will be made based on the accepted services rendered by invoice that meets the criteria set forth in the contract, no deviation will be accepted.

## **8.0 OFFER PERIOD**

A Contractor's proposal is an irrevocable offer for ninety (120) 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 in Section 7.0.

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

The Judicial Council will evaluate the proposals on a 100-point scale using the criteria set forth in the table below; maximum possible points are included for each criterion listed. The points indicate relative weight or importance given to each criterion. Award, if made, will be to the highest-scored proposal per region(s).

If a contract will be awarded, the Judicial Council will post an intent to award notice announcement on the Courts Website at: <http://www.courts.ca.gov/rfps.htm>

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<b>Responsiveness of the Proposal</b>	<b>25</b>
<b>Experience on similar assignments</b>	<b>17</b>

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<b>Credentials of staff to be assigned to the project</b>	<b>15</b>
<b>Cost</b>	<b>30</b>
<b>Acceptance of the Terms and Conditions</b>	<b>10</b>
<b>DVBE Incentive</b>	<b>3</b>

## **10.0 INTERVIEWS**

The Judicial Council may invite the top two (2) rated Proposers for each region for interviews to clarify aspects set forth in their proposals. The interviews may be conducted via Webex. 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.

## **12.0 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 The Proposer will receive a DVBE incentive if, in the sole determination of the Council’s staff, 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 as specified in section 10 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:
- a. The Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 7**). The Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
  - b. The Proposer must submit with its proposal a DVBE Declaration (**Attachment 8**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration (**Attachment 8**). If the 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.

- 12.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, Council staff 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 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 JCC 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 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 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](http://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 specification protest the proposal due date. Protests must be sent to:

**Judicial Council of California**  
**Branch Accounting and Procurement | Administrative Division**  
**ATTN: Protest Hearing Officer, RFP Number: HR-2020-24-CD**  
**455 Golden Gate Avenue, 6<sup>th</sup> Floor**  
**San Francisco, CA 94102 -3688**