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|  | REQUEST FOR PROPOSALS   |
| ***[Judicial Council of California]*****Regarding:***RFP TITLE: SUPPORT FOR ON-LINE DOCUMENT ASSEMBLY PROGRAM**NUMBER: CFCC-2024-28-SB***PROPOSALS DUE:** *[April 19, 2024]* no later than *[1:00]* p.m. Pacific time  |

**1.0 BACKGROUND INFORMATION**

1.1 Judicial Council of California (“JBE”). The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy-making body 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 also comprises the staff agency for the council that assists both the council and its chair in performing their duties.

1.2 Center for Families, Children & the Courts (“CFCC”) As one of the staff offices of the Judicial Council, the Center for Families, Children, and the Courts (“CFCC”), housed in the Council’s Operations and Services Division, provides services to support the council as it leads efforts to ensure the consistent, independent, impartial, and accessible administration of justice.

 Founded in 2000, CFCC’s original mandate was to improve the quality of justice and services to children, youth, parents, families, victims of domestic violence, and self-represented litigants. Recognizing the reality that many potential court users face multiple challenges to access to justice, CFCC is committed to developing systemic solutions by collaborating to draw from high impact solutions and innovations in all program areas. CFCC provides a wide variety of resources to assist the trial courts to meet the needs of the over 4.3 million self-represented litigants in California’s court system including more than 125 document assembly programs.

1.3 Document Assembly Programs: Document assembly programs are "expert systems" that provide assistance with the completion of legal documents without providing legal advice or representation. The central premise of a document assembly program is that it converts a complicated form or data set into a series of plain language questions organized into a user-friendly interview. The answers to the interview questions populate forms that are used in a variety of ways in the court, such as petitioning for a dissolution of marriage, requesting a civil protective order, and providing financial information for the purpose of exchange and disclosure in the context of pending litigation. California currently publishes over 1500 forms, many of which are mandatory, for participating in legal processes in the state courts. Many court processes require multiple forms for a single filing. The more than 125 HotDocs programs currently maintained by the Judicial Council offer court users the ability to complete documents in the areas of domestic violence, dissolution, parentage actions, other family law filings such as a Request for Order, answer to a governmental child support case, and various judgment programs, civil harassment and elder abuse restraining orders, name change, unlawful detainer, and guardianship and limited conservatorship petitions.

1.4 The Request for Proposals (RFP): The Council seeks proposals from interested vendors (Proposers) that can provide services to maintain and support its extensive body of HotDocs document assemble programs.

 The Goal of this RFP is to establish an agreement for an initial term of one year with three (3) option terms, estimated to begin June 1, 2024.

June 1, 2024 – May 31, 2025 – “Initial Term”

June 1, 2025 – May 31, 2026 – “First Option Term”

June 1, 2026 – May 31, 2027 – “Second Option Term”

June 1, 2027 – May 31, 2028 – “Third Option Term”

**2.0 DESCRIPTION OF GOODS AND SERVICES**

2.1 The JBE seeks the services of a person or entity with expertise in document assembly to provide the following services to maintain and support its extensive body of HotDocs document assembly programs:

1. Provide a stable, user-friendly online platform to host between 100-150 live HotDocs programs (“templates”), and approximately 50 test programs. Program interviews consist of between 50 and 2,000 questions and populate from 5 to 35 forms per program.
2. Support approximately 300,000 assemblies per year statewide using HotDocs Server®. Assembled form sets typically contain between 4 and 75 sheets of paper;
3. Be compliant with all security provisions described in Attachment 2 – Judicial Council Standard Terms and Conditions including Data Security provisions described in Appendix F of that document.
4. Provide developer program management screens that allow users to view all programs, including key metadata, such as creation date and last modification date. Enable users to access the programs from the program management screen, as well as delete programs.
5. Provide support for user management including middleware that allows HotDocs programs to be hosted on the HotDocs server.
6. Provide 36 hours of phone and email support to Judicial Council program developers annually.
7. Maintain the library of HotDocs templates; ensure that it remains compatible as HotDocs software is updated.
8. Allows members of the public to complete a HotDocs program and print documents while remaining anonymous and not registering with the platform.
9. Support registered users with secure login and password assistance. Enable users to register at the beginning or end of the session.
10. Maintain answers generated by HotDocs automated interviews in a confidential encrypted cloud-based site by the following guidelines: information is purged immediately for anonymous users, by 6 months from the last usage of that automated interview for members of the public with registered accounts, and by 12 months from the last usage of that automated interview for court staff and legal services staff registered users.
11. Provide capability for e-filing the documents, and XML data created by HotDocs and/or entered directly into the system via the e-filing workflow. Provide credit card payment processing.
12. Provide prompt support to end users via email. Track support tickets and ensure 100% resolution of tickets.
13. Provide reports in Excel that track usage of programs by quarter and year-to-date.
14. Capability to offer direct user accounts for self-represented litigants and developer accounts for Judicial Council staff and other program developers.
15. Maintain a consistently high level of support for the program with 99.9% uptime for the program.

1. The platform must have a multilingual interface and must be WCAG 2.0 compliant. The top 5 spoken languages in use in the California courts are English, Spanish, Chinese, Korean and Vietnamese.
2. The vendor hosting facilities (including computer, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities must be located in the United States.
3. Services must be fully functional by June 1, 2024.

**3.0 TIMELINE FOR THIS RFP**

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

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued | *March 29, 2024* |
| Deadline for questions to Solicitations@jud.ca.gov | *April 10, 2024 no later than 1:00 PM (PT)* |
| Questions and answers posted at [*www.courts.ca.gov/rfps.htm*](http://www.courts.ca.gov/rfps.htm) (estimate only) | *April 12, 2024* |
| Latest date and time proposal may be submitted  | **April 19, 2024 no later than 1:00PM (PT)** |
| Evaluation of proposals (*estimate only*) | *April 22, 2024 – April 26, 2024* |
| Non-Cost proposals. Scores posted at [*www.courts.ca.gov/rfps.htm*](http://www.courts.ca.gov/rfps.htm) (estimate only) | *April 29, 2024* |
| Public opening of Cost Proposals via Team Meeting:Meeting Link: [Join Cost Opening](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwOTUxODMtNWI5Zi00NmIyLWEzM2ItNjM3ZDM2OTU1NDM1%40thread.v2/0?context=%7b%22Tid%22%3a%2210cfa08a-5b17-4e8f-a245-139062e839dc%22%2c%22Oid%22%3a%225fc262ae-2cbb-4471-9c96-018698dc20e4%22%7d)Meeting ID: 269 998 997 412Meeting Passcode: QZV7T3Phone Conference ID: 967 310 144#  | *April 30, 2024 @ 1:00PM (PT)* |
| Notice of Intent to Award (*estimate only*)[*www.courts.ca.gov/rfps.htm*](http://www.courts.ca.gov/rfps.htm) | *May 3, 2024* |
| Negotiations and execution of contract (*estimate only*) | *May 6, 2024 – May 31, 2024* |
| Contract start date (*estimate only*) | *June 1, 2024* |
| Contract end date (*estimate only*) | *May 31, 2025* |

**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 a JCC agreement containing these terms and conditions (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer **must** also submit a redlined version of the Terms and Conditions (in Microsoft Word format) that clearly identifies all proposed changes and provides a written explanation or rationale for each proposed change. Notwithstanding any other provision in this RFP, the JCC reserves the right at its discretion to negotiate any or all items with individual Proposers, including the right to propose or require additional terms and conditions for the agreement prior to agreement execution. |
| Attachment 3: Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.  |
| Attachment 4: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: Small Business Declaration | The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.  |
| Attachment 6: Non-Disclosure Agreement | The Proposer must complete and return this form with its proposal |
| Payee Data Record Form (STD 204) at: [STD 204 - Payee Data Record (ca.gov)](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf) | This form contains information the JBE requires in order to process payments and must be submitted with the proposal. |
| Payee Data Record Form (STD 205) at:  [[STD 205 - Payee Data Record Supplement (ca.gov)](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf))](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf) | This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on STD 204. |
| 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 and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| 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 | The Proposer must complete the DVBE Declaration form only if the Proposer is a DVBE.  |
| Attachment 11: Bidder’s Declaration | The Proposer must complete this form if it wishes to claim the DVBE incentive associated with this solicitation.  |

**5.0 PAYMENT INFORMATION**

5.1 See Attachment 2, Judicial Council Standard Terms & Conditions, Appendix B, Pricing and Payment.

* 1. Contractor shall submit invoices upon satisfactory completion of Services.
	2. Payment term is Net 60 from date of acceptance of services rendered and receipt of invoice.

**6.0 SUBMISSIONS OF PROPOSALS**

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section 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 their proposal electronically in two (2) separate parts. Part One is the Technical Proposal, which covers the qualifications for the Proposers corresponding to Section 2.0 above, and Part Two is the Cost Proposal.

1. Technical Proposal - The Proposer must submit their Technical Proposal as a **separate attachment** from the Cost Proposal to an email sent to: solicitations@jud.ca.gov
2. The Technical Proposal must be signed by an authorized representative of the Proposer and comply with the requirements of Section 7.1 below.
3. The Proposer must indicate the RFP title and number on the subject line of the submission email and ensure that the RFP title and number are on the Proposal attachments.

d. Cost Proposal - The Proposer must submit their Cost Proposal as an attachment **separate from the Technical Proposal** to the Cost Mailbox at: RFP-CFCC-2024-28-SB-COST@jud.ca.gov.

1. The Cost Proposal must be signed by an authorized representative of the Proposer and comply with the requirements of Section 7.2 below.
2. The Proposer must indicate the RFP title and number on the subject line of the submission email and ensure that the RFP title and number are on the Proposal attachments.

6.3 Submission acceptance will be based on the date and time the emails are received by the Council. Both emails 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 Late proposals will not be accepted. However, as necessary, the Council may request clarification from Proposers after the submission of proposals.

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

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

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

e. 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.

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

g. Proposed method to complete the work.

1. Provide a written description with screenshots showing the following workflows:

 a) Process for uploading a program to the online platform

 b) Process for opening a new user account

 c) Process for saving and sharing answer files

1. Process for users to access interviews and print documents
2. Process for e-filing documents

i. Acceptance of the Terms and Conditions.

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

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

 Note: A material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions may render a proposal non-responsive.

iii. Notwithstanding any other provision in the RFP, the Judicial Council reserves the right at its discretion to negotiate any or all items with individual Proposers, including the right to propose or require additional or different terms and conditions for the agreement prior to agreement execution.

j. Certifications, Attachments, and other requirements.

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

ii. If 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.

iii. The Proposer must complete the Non-Disclosure Agreement (Attachment 6) and submit the completed form with the proposal.

iv. Copies of the Proposer’s, including any subcontractors’, current business licenses, professional certifications, or other credentials.

 v. The Proposer must complete the Payee Data Record form and submit the completed form with its proposal. Form and instructions are in fillable PDF format available in the following link: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

vi. Data Record Supplement STD 205 (if applicable). STD 205 is optional, and it is required only if the remittance address information is different than the mailing address on the STD 204 form. Form and instructions are in fillable PDF format available in the following link: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

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

viii. 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 bid.

ix. The Proposer must complete the Darfur Contracting Act Certification (Attachment 9) and submit the completed certification with its proposal.

x. By submitting a proposal, the Proposer certifies that: (i) it is in compliance with economic sanctions imposed pursuant to applicable laws by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law (collectively, “Economic Sanctions”); and (ii) it is not a target of Economic Sanctions. If the Council determines that Proposer is not in compliance with Economic Sanctions or is a target of Economic Sanctions, that shall be grounds of rejection of its proposal.

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

IT Services:

i. A detailed line item budget showing total cost of the proposed services.

ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”

iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

iv. Total annual cost for the service as set forth in 2.0, Description of Services for the initial term.

v. Total annual cost for the service as set forth in 2.0, Description of Services for each of the 3 option terms.

vi. Provide a proposed cost per assembly if there are more than 300,000 assemblies of documents per year as projected in 2.1 (b).

vii. The total annual cost shall be fully burdened and inclusive of all cost including, but not limited to personnel, materials, computer support, travel, lodging, per diem, and overhead rates payable to the proposer for services rendered to the Judicial Council. The proposer shall not charge nor, shall the Judicial Council pay any overtime rate.

viii. A full explanation of all budget line items in a narrative entitled “Budget Justification”

**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 JBE reserves the right to negotiate extensions to this period.

**9.0 EVALUATION OF PROPOSALS**

The cost portion of proposals will be publicly opened at the date and time noted in Section 3, or if such date and time are changed at the discretion of the Council, an addendum will be posted at: https://www.courts.ca.gov/rfps.htm for the new date and time.

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

If the COUNCIL decides to issue an intent to award, the Council will post an intent to award notice at [www.courts.ca.gov](http://www.courts.ca.gov).

| **CRITERION** | **maximum number of points** |
| --- | --- |
| *Quality of work plan submitted* | *8* |
| *Experience on similar assignments* | *20* |
| *Cost*  | *50* |
| *Credentials of staff to be assigned to the project* | *2* |
| *Acceptance of the Terms and Conditions* | *10* |
| *Ability to meet timing requirements to complete the project* | *7* |
| *DVBE Incentive* | *3* |

**10.0 INTERVIEWS**

The JBE 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 JBE’s offices. The JBE will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JBE 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 JBE 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 JBE’s right to disclose information in the proposal, or (b) requiring the JBE 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 any awarded 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 JCC 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, section 13, below.

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

If using DVBE subcontractors, the Proposer must complete and return to the Judicial Council a copy of the post-contract certification form (https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer’s final invoice to the Judicial Council. If the Proposer fails to do so, the 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 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 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 JBE’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 JBE’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 JBE 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 MISREPREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

**14.0 PROTESTs**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. In order to be considered valid, all such protests must be submitted by email to: Solicitations@jud.ca.gov (and must indicate the solicitation number and name of your firm in the subject line of your email.