



Invitation for Bids (IFB)

Afterhours Call Answering Services

The Judicial Council of California's Facilities Services seeks bids from firms qualified to provide afterhours call answering services from **December 1, 2025**, to **November 30, 2028**.

IFB Number: IFB-FS-2025-06-EL

BIDS DUE:
October 20, 2025
NO LATER THAN 3:00 PM PACIFIC TIME (PT)



Judicial Council of California



Judicial Council of California

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INVITATION FOR BIDS

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PAYEE DATA RECORD FORM (STD 204)

(<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>)

PAYEE DATA RECORD SUPPLEMENT (STD 205)

(<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>)

1. INTRODUCTION

- 1.1 The judicial branch of California is a part of California government—independent from the executive and legislative branches—and includes the Superior, Appellate, and Supreme Courts of California. A part of the judicial branch is the Judicial Council, which is chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system.
- 1.2 The Judicial Council of California (“**Judicial Council**”) is the staff agency of the Judicial Council. Facilities Services is the division of the Judicial Council responsible for the planning, design, construction, and real estate and asset management of judicial branch facilities for the court system of California.
- 1.3 Judicial Council’s Facilities Services is issuing this Invitation for Bids (“**IFB**”) to obtain bids from qualified firms to provide the services described below for the Judicial Council’s Customer Support Center (“**CSC**”).

2. PURPOSE OF THIS IFB

- 2.1 **Service Providers.** The Judicial Council seeks bids from firms to provide the services of qualified, properly licensed service providers with expertise in afterhours call answering services for urgent or emergency facility-related calls (“**Bids**”). Prospective firms for the purpose of this IFB will be referred to as “**Service Provider(s)**.”
- 2.2 **Contract.** One (1) Service Provider may be selected to enter into a contract with the Judicial Council for the afterhours call answering services for the Judicial Council’s CSC. The term of the contract will be for three (3) years.
 - 2.2.1 Posted with this IFB as **Attachment B** is the Judicial Council’s form of standard agreement (“**Standard Agreement**”), including the indemnification provision that the Judicial Council will include in that Standard Agreement. Service Providers must indicate in their Bids via Attachment D whether the Service Provider accepts the terms and conditions of the Standard Agreement as is or proposes exceptions or modifications to the Standard Agreement.
- 2.3 **Service Provider Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews to evaluate the Service Provider’s performance for quality assurance, Judicial Council satisfaction, and other relevant factors. Refer to section 3.2.5 of this IFB for specific performance metrics. **The Judicial Council, at its sole discretion, may terminate a Standard Agreement with a Service Provider who does not meet minimum performance benchmarks specified in their Business Performance Review.**
- 2.4 **Sole Means.** This IFB is the sole means for prospective Service Providers to submit Bids to the Judicial Council to be awarded a Standard Agreement for the performance of services, as described above.

3. SCOPE OF SERVICES

- 3.1 **Licensing.** Service Provider, and their employees or agents thereof, performing work under the Standard Agreement awarded pursuant to this IFB must have, when submitting a Bid as well as at the commencement of and all times throughout the duration of their performance of any work, all appropriate, valid license(s) required under applicable Federal, State and local

laws, codes and regulations, including but not limited to maintaining all business and professional licenses, to provide the work being performed. If the possession of any license(s) is required under applicable Federal, State and local laws, codes and regulations for the performance of the work, the Service Provider must ensure that the work will be performed either by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.

- 3.2 **Services.** The scope of services requested under the Standard Agreement awarded pursuant to this IFB includes professional afterhours call answering services as well as incidental services that members of those professions and those in their employ may logically or justifiably perform, such as receiving phone calls, researching how to respond to callers, and forwarding information to Judicial Council personnel or Facilitates Services' contractors (**"Services"**).

3.2.1 **Hours of Operation.**

- 3.2.1.1 Services shall be provided afterhours—outside of CSC's regular hours of operation (i.e., 8:00 AM to 5:00 PM Pacific Time Monday through Friday)—and 24 hours per day on weekends and Judicial Council holidays. Current Judicial Council holidays include:

- 3.2.1.1.1 New Years Day
- 3.2.1.1.2 Martin Luther King Jr. Day
- 3.2.1.1.3 Lincoln's Birthday
- 3.2.1.1.4 Washington's Birthday
- 3.2.1.1.5 César Chávez Day
- 3.2.1.1.6 Memorial Day
- 3.2.1.1.7 Juneteenth
- 3.2.1.1.8 Independence Day
- 3.2.1.1.9 Labor Day
- 3.2.1.1.10 Native American Day
- 3.2.1.1.11 Veteran's Day
- 3.2.1.1.12 Thanksgiving Day
- 3.2.1.1.13 Day after Thanksgiving
- 3.2.1.1.14 Christmas Day

- 3.2.1.2 Services shall also be provided during CSC's regular hours of operation, for call overflow and planned call coverage, on an as needed basis.

- 3.2.2 **Service Provider Agents.** Service Provider shall provide enough agents to service CSC's call volume of approximately four (4) calls per hour. No less than one (1) agent shall be available to service CSC's needs **twenty-four (24) hours per day.**
- 3.2.2.1 Service Provider's agents shall use two (2) different scripts, provided by CSC, which will guide agents on the questions to ask callers and how to respond to callers based on the time of day and the type of call received.
- 3.2.2.2 Service Provider's agents shall use a calling tree list, provided by CSC, which will provide agents with a directory to whom callers' requests will be dispatched (i.e., Judicial Council personnel or contractors).
- 3.2.2.3 Service Provider's agents shall receive, process, and respond to CSC's script and calling tree changes.
- 3.2.2.4 Service Provider's agents shall provide CSC with call recordings, upon request, within twenty-four (24) hours of a request.
- 3.2.3 **Service Provider Supervisor.** Service Provider shall designate a supervisor to act as a single point of contact, service CSC's account, and interface with the Judicial Council's Project Manager regarding any questions or service issues that occur.
- 3.2.4 **Deliverables.** The deliverables requested under the Standard Agreement awarded pursuant to this IFB include monthly call data reports and daily call data emails ("**Deliverables**")
- 3.2.4.1 **Monthly Call Data Reports.** Service Provider must provide a monthly report to the CSC which summarizes call volumes, answer times, total minutes of call duration, total hold time, abandonment rate, and accuracy audits.
- 3.2.4.2 **Daily Call Data Emails.** At the end of each 5:00 PM to 8:00 AM coverage timeframe, Service Provider must send an email to the CSC which summarizes the details of all calls received (i.e., caller's name and contact information, which facility the call was regarding, the issue at the facility, and to whom the agent dispatched the information).
- 3.2.5 **Service Provider Benchmarks.**
- 3.2.5.1 **Call Answer Time.** Ninety-five percent (95%) of calls must be answered within twenty to thirty (20–30) seconds.
- 3.2.5.2 **Abandonment Rate.** Less than five percent (5%) of calls may be abandoned without resolution.
- 3.2.5.3 **Call Handling and Message Accuracy.** Ninety-five percent (95%) accuracy in capturing and relaying caller information (i.e., caller's name and phone number, the purpose of the call, the facility which the call is regarding, etc.)
- 3.2.5.4 **First Call Resolution.** Ninety-five percent (95%) of calls must be resolved without escalation.

- 3.2.5.5 Average Handle Time.** An average handle time of three to five (3–5) minutes per call with a maximum resolution time of ten (10) minutes.
- 3.2.5.6 Hold Time.** An average hold time of under one (1) minute.
- 3.2.5.7 Availability (Uptime of Service).** Ninety-nine percent (99%) uptime of phone lines and call system.
- 3.2.5.8 Professionalism and Courtesy Quality Standards.** Must maintain a ninety-nine percent (99%) quality assurance score (based on call monitoring by the CSC). This includes tone, courtesy, and script adherence.
- 3.2.5.9 Escalation and Notification.** Urgent calls and messages must be escalated to the Judicial Council within three (3) minutes of receipt.
- 3.2.5.10 Customer Satisfaction.** Must maintain a ninety-five percent (95%) satisfaction rating if surveys are conducted.
- 3.2.5.11 System Incident Notification Times.** The initial notification to the CSC for critical system issues (i.e., system down or major outage) must be received within twenty (20) minutes of occurrence. The initial notification to the CSC for high priority issues (i.e., significant impairment) must be received within forty-five (45) minutes of occurrence. The initial notification to the CSC for low priority issues (i.e., minor issues and requests) must be received within sixty (60) minutes of occurrence.
- 3.2.5.12 System Incident Resolution Times.** The resolution or workaround of critical system issues shall be provided within one (1) hour. High priority system issues should have resolution or workaround within two (2) hours and low priority system issues shall have resolution or workaround within one (1) business day.

4. SCHEDULE OF EVENTS FOR THIS IFB

- 4.1 General.** Service Providers are advised to visit the posting for this IFB on the Judicial Council’s website (<http://www.courts.ca.gov/rfps.htm>) frequently to check for changes and updates to this IFB including the Schedule of Events. Service Providers must ensure compliance with the dates and times set forth in the Schedule of Events and processes set forth in this IFB in order to participate in this process.
- 4.2 Schedule of Events.** The Judicial Council has developed the following list of key events and dates from IFB issuance through performance start date (“**Schedule of Events**”). All deadlines are subject to change at the Judicial Council’s discretion.

<i>No.</i>	<i>Key Events</i>	<i>Key Date / Time (PT)</i>
1.	IFB Issued.	Monday, September 29, 2025
2.	Deadline for Service Provider’s Submission of Questions Form (Attachment C) to be submitted. Email to: Solicitations@jud.ca.gov	Monday October 6, 2025 by 3:00 PM
3.	Responses to Service Provider’s Questions Posted.	Friday, October 10, 2025

No.	Key Events	Key Date / Time (PT)
4.	Deadline for Submission Bids. Email Technical Bid to: fs202506el.TECHNICAL@jud.ca.gov Email Cost Bid to: fs202506el.COST@jud.ca.gov	Monday, October 20, 2025 by 3:00 PM
7.	Public Opening of Cost Bids via Microsoft Teams. Meeting Link: Click here to join the call Meeting ID: 242 355 533 746 1 Passcode: Lg7i5WE9 Telephone Number (Audio Only): (415) 906-0569 Telephone Conference ID: 486258922#	Monday, October 27, 2025, at 1:00 PM
5.	Notice of Intent to Award (<i>Estimate Only</i>).	Thursday, October 30, 2025
6.	Performance Start Date (<i>Estimate Only</i>).	Monday, December 1, 2025

- 4.3 **Written Questions.** Service Providers may submit written questions and requests for information with respect to this IFB. All questions and requests must be submitted using the Service Provider’s Submission of Questions form in **Attachment C** and must be submitted by the deadline indicated in this IFB’s Schedule of Events. The Service Provider’s Submission of Questions form must be submitted by email to Solicitations@jud.ca.gov with the IFB number and title in the subject line. **The Judicial Council will post any answers to Service Provider’s properly submitted questions and requests for information as indicated in the Schedule of Events.** The Judicial Council may make updates or other changes to this IFB in response to submitted questions if the Judicial Council deems such necessary in its discretion and will post updated documents or other addendum to this IFB on the Judicial Council website publishing this IFB prior to the due date for Bids.

5. RESPONDING TO THIS IFB

- 5.1 **Responsiveness.** Responsive Bids will provide straightforward, concise information that fully satisfies this IFB’s specified requirements. Service Providers should only submit documentation required and requested by this IFB. In responding to this IFB, Service Providers should place emphasis on brevity, conformity to instructions, specified requirements, and clarity of content. Any materials submitted with Bids that are outside of this IFB’s specifications will not be considered.
- 5.2 **Bid Format.** The Judicial Council will only accept Bids in an electronic format. Service Providers must submit their Bids with all required contents in two (2) parts: the Service Provider’s Technical Bid (“**Technical Bid**”) and the Service Provider’s Cost Bid (“**Cost Bid**”).
- 5.3 **Bid Submission Requirements.**
- 5.3.1 **Electronic Submission.** The Judicial Council will only accept electronically submitted Bids. Technical Bid and Cost Bid files must be emailed to the separate email addresses indicated in the Schedule of Events. Service Providers must not combine their Technical Bid and Cost Bid at any time during the solicitation and evaluation process.

5.3.2 **Technical Bid Submission.**

5.3.2.1 Service Providers must submit one (1) electronic file of the Technical Bid using PDF or Word format. **The Technical Bid must be submitted to the Judicial Council separate from the Cost Bid.**

5.3.2.2 Service Providers must include the IFB number and the name of the Service Provider's firm in the subject line of the email for the Technical Bid. Service Providers must include the IFB number and 'Technical' in the name of the electronic file of the Technical Bid.

5.3.3 **Cost Bid Submission.**

5.3.3.1 Service Providers must submit one (1) electronic file of the Cost Bid **using Word format (not in a PDF format)**. The Cost Bid must be submitted to the Judicial Council separate from the Technical Bid; the Cost Bid must not be combined or incorporated in any way with the Technical Bid.

5.3.3.2 Service Providers must include the IFB number and the name of the Service Provider's firm in the subject line of the email for the Cost Bid. Service Providers must include the IFB number and 'COST' in the name of the electronic file of the Cost Bid.

5.3.3.3 Judicial Council access to Cost Bids is only available on the day and time of the public Cost Bid opening indicated in the Schedule of Events. **The Judicial Council will NOT be able to confirm email receipt of a Service Provider's Cost Bid until the public Cost Bid Opening.** It is the Service Provider's responsibility to verify submission.

5.3.4 **File Size Limitations.** The Judicial Council may not be able to receive electronic submissions with files equal to or greater than 30MB in size (individually or in total). Service Providers must make an effort to compress all files so that submissions are less than 30MB in size. If a file cannot be reduced to below 30MB, then Service Providers must divide the file into increments of less than 30MB sent via multiple emails. If multiple emails with incremental documents are required, Service Providers must also reference the portion of the Bid and file being submitted in the subject line of each email (e.g., "Technical: Part 1 of 3," etc.). The Judicial Council is not responsible for any submissions exceeding 30MB which are systematically rejected due to excessive file size or otherwise.

5.4 **Submission Timelines.**

5.4.1 Bids must be delivered by the date and time listed in the Schedule of Events, but Service Providers must not submit Bids more than three (3) business days in advance of the Bid due date.

5.4.2 Service Provider(s) assume all risk for ensuring the Judicial Council's receipt of Bids no later than the date and time specified in the Schedule of Events and no earlier than is permitted.

5.4.3 **Late Bids will not be accepted.**

6. BID CONTENTS

- 6.1 **Technical Bid.** The following information must be included in the Technical Bid. Any Technical Bid lacking any of the following information may be deemed non-responsive. The Technical Bid is to be inclusive of resumes, forms, and pictures, and organized according to the numbering system reflected below.
- 6.1.1 **Cover Letter.** A cover letter, signed by an authorized representative of Service Provider's organization, that provides the exact business name under which the Service Provider proposes to conduct business with the Judicial Council. The cover letter must also indicate Service Provider's address, telephone number, email address, and federal tax identification number. **NOTE:** If a Service Provider is a sole proprietor without a FEIN, Service Provider's social security number will be required prior to executing a contract.
- 6.1.2 **Table of Contents.** A table of contents of the materials contained in the Technical Bid should follow the cover letter.
- 6.1.3 **Executive Summary.** The executive summary should contain a brief summary of the Service Provider's qualifications.
- 6.1.4 **Proposed Personnel/Service Team.**
- 6.1.4.1 Identify the key personnel, including their roles, that the Service Provider will assign to provide these Services.
- 6.1.4.2 Include an organizational chart indicating all personnel and their positions.
- 6.1.4.3 Include resumes of key personnel being proposed to perform these Services for the Judicial Council. Specifically, define the role of each person and outline the person's individual experience and responsibilities. Indicate the personnel who will serve as primary contact(s) for the Judicial Council.
- 6.1.4.4 Indicate the Service Provider's and key personnel's availability to provide the Services.
- 6.1.5 **Statement of Services.** Provide a detailed Statement of Services for which the Service Provider is submitting its Bid, which demonstrates in brief the Service Provider's understanding of the Services and work required to provide the Services (for reference, see section 3, Scope of Services). The Service Provider must specifically identify any Services or work which are **not** provided by the Service Provider or which the Service Provider is **excluding** from its Statement of Services and Bid.
- 6.1.6 **Service Provider Information.**
- 6.1.6.1 Provide a brief history of the Service Provider and, if a joint venture, of each participating entity. Identify the Service Provider's legal form, ownership, and senior officials of its company(ies). Describe the number of years in business and all types of business conducted.
- 6.1.6.2 Provide the Service Provider's current contact information and email address to send the Service Provider notifications hereunder.

- 6.1.6.3 Describe the Service Provider's philosophy and how the Service Provider will work with Judicial Council staff in performing the Services.
- 6.1.6.4 Provide a statement of the Service Provider's financial resources and insurance coverage. Include a certification of correctness of the Service Provider's statement of financial resources.
- 6.1.7 **Service Provider's Current Work Commitments.** Specify the current and projected workload of the Service Provider and describe the Service Provider's ability to complete the expected Services as anticipated herein.
- 6.1.8 **Delinquent Taxpayer Status.** Provide a written and certified document identifying whether or not the primary Service Provider (or primary Service Providers if a joint venture) organization(s) is listed on either or both of the following lists; if listed on either or both lists, also provide an explanation.
- 6.1.8.1 State of California Franchise Tax Board's "Top 500 Delinquent Taxpayers" (available at <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/>); and/or
- 6.1.8.2 California Department of Tax and Fee Administration's "Top 500 Sales & Use Tax Delinquencies in California" (available at <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>).
- 6.1.9 **DVBE Certification.** If the Service Provider intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to section 10 of this IFB, the Service Provider must provide with its Technical Bid proof of its DVBE Certification including, without limitation, the Bidder Declaration form in **Attachment H**, a copy of the Service Provider's DVBE certification approval letter, Department of General Services (DGS) Supplier ID Number, active dates of the DVBE Certification, and the DVBE Declaration form in **Attachment I**.
- 6.1.10 **Acceptance of the Terms and Conditions.** On the Service Provider's Acceptance of Terms and Conditions form in **Attachment D**, the Service Provider must either indicate acceptance of the terms and conditions of the Standard Agreement or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.
- 6.1.10.1 If exceptions are identified, the Service Provider must also submit (i) a red-lined version of the terms and conditions that clearly tracks proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- Note: A material exception to the terms and conditions of the Standard Agreement (addition, deletion, or other modification) will render a bid non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.**
- 6.1.11 **Certifications, Attachments, and Other Required Materials.** Complete, sign, and submit each of the following Certifications and attachments with the Service Provider's Technical Bid:
- 6.1.11.1 General Certifications Form (**Attachment E**)

- 6.1.11.2 Darfur Contracting Act Certification (**Attachment F**)
- 6.1.11.3 Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment G**)
- 6.1.11.4 **Payee Data Record (STD 204)**, which must be completed in the exact name of the business entity under which the Service Provider proposes to do business with the Judicial Council. The Payee Data Record (STD 204) is available at the following link:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

Additionally, if necessary, the **Payee Data Record Supplement (STD 205)** is required (i) if Service Provider's remittance address information is different than the mailing address on the Payee Data Record (STD 204); (ii) for multiple remittance addresses, and (iii) for additional Authorized Representatives of the Payee not identified on the Payee Data Record (STD 204). The Payee Data Record Supplement (STD 205) is available at the following link:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.
- 6.1.11.5 If the Service Provider is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that the Service Provider is in good standing in California. If the Service Provider is a foreign corporation, LLC, LP, or LLP, and the Service Provider conducts or will conduct (if awarded a Standard Agreement) intrastate business in California, proof that the Service Provider is qualified to do business and in good standing in California. If the Service Provider is a foreign corporation, LLC, LP, or LLP, and the Service Provider does not (and will not if awarded a Standard Agreement) conduct intrastate business in California, proof that the Service Provider is in good standing in its home jurisdiction.
- 6.1.11.6 Copies of the Service Provider's (and any subcontractors') current business licenses.

6.2 **Cost Bid.**

- 6.2.1 **Firm Fixed Prices.** For the Service Provider's Cost Bid, the Service Provider is required to complete the firm fixed prices form in **Attachment J**, as follows:
 - 6.2.1.1 Provide the firm fixed prices Service Provider proposes to charge on a not-to-exceed basis ("**Firm Fixed Prices**") for all Services to be performed under the Standard Agreement.
 - 6.2.1.2 All Firm Fixed Prices must be fully burdened and inclusive of all costs payable to Service Provider for Services including, but not limited to, Service Providers personnel, labor (including costs associated with overtime, weekend, and afterhours work), equipment, expenses, travel-related costs, fees, and overhead and profit.
 - 6.2.1.3 Do not change or edit the form of **Attachment J**.

6.2.1.4 **Attachment J** must be signed by an authorized representative of the Service Provider's organization.

7. EVALUATION OF BIDS

- 7.1 **Required Contents.** At the time Bids are opened, each Bid will be reviewed for minimum requirements and the presence or absence of all required contents. Cost Bids will remain unopened until the day and time of the public Cost Bid opening indicated in the Schedule of Events.
- 7.2 **Responsible Bidder.** A Service Provider that possesses the required experience, facilities, and financial resources and is fully capable of performing the Services for the Judicial Council is a Responsible Bidder ("**Responsible Bidder**").
- 7.3 **Responsive Bid.** Bids that comply with the requirements set forth in this IFB and the terms and conditions of the Standard Agreement (Attachment B) without material deviation is a Responsive Bid ("**Responsive Bid**").

8. SELECTION PROCESS

- 8.1 **Award.** The Responsible Bidder that submits the lowest Responsive Cost Bid after application of any preference, incentives, or discounts, if applicable, will be contacted regarding contract award and execution. If a Standard Agreement will be awarded under this IFB, the Judicial Council will post a Notice of Intent to Award on the website publishing this IFB that lists the name of the selected Service Provider.

9. CONTRACT TERMS AND ADMINISTRATIVE RULES

- 9.1 **Irrevocable Offer.** All submitted Bids shall constitute and be an irrevocable offer by the Service Provider that is valid for ninety (90) days following the Bid due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Service Providers. The Judicial Council may release all offers not selected under this IFB upon issuance of a Notice of Intent to Award.
- 9.2 **Execution.** If a satisfactory Standard Agreement has not been signed within thirty (30) calendar days of the Judicial Council's request for the Service Provider to execute a Standard Agreement, the Judicial Council reserves the right to terminate the award.
- 9.3 **Future Requests.** The Service Provider selected under this IFB will not be precluded from consideration nor given special status in any future solicitations issued by the Judicial Council.
- 9.4 **Provision of the Work.** Service Providers will provide all Services in compliance with the provisions of the Standard Agreement.
- 9.5 **Compensation.** Services will be billed on a monthly basis. See the Standard Agreement for further details.

10. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

- 10.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Service Provider will receive a DVBE incentive if, in the Judicial Council's sole determination, Service Provider has met all applicable requirements. If Service Provider receives the DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.
- 10.3 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, Service Provider may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 10.4 If Service Provider wishes to seek the DVBE incentive:
- 10.4.1 Service Provider must complete and submit with its bid the Bidder Declaration (**Attachment H**). Service Provider must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- 10.4.2 Service Provider must submit with its bid a DVBE Declaration (**Attachment I**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Service Provider is itself a DVBE, it must complete and sign the DVBE Declaration. If Service Provider will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Service Provider will qualify for the DVBE incentive using a BUP on file with DGS.
- 10.5 Failure to complete and submit these forms as required will result in Service Provider 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 Service Provider not receiving the DVBE incentive.
- 10.6 If Service Provider receives the DVBE incentive: (i) Service Provider will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Service Provider must use any DVBE subcontractor(s) identified in its bid unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.
- 10.7 If using DVBE subcontractors, the Service Provider 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 Service Provider's final invoice to the Judicial Council. If the Service Provider 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 Service Provider submits a complete and accurate post-contract certification form.
- 10.8 When a Service Provider 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 Bidder to cure the deficiency after written notice. Notwithstanding the foregoing and 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 Service Provider 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.

- 10.9 **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.**

11. ADMINISTRATIVE RULES GOVERNING IFBs

- 11.1 The Judicial Council's Administrative Rules Governing Invitation for Bids can be found in **Attachment A**. By virtue of submission of a Bid, the Service Provider agrees to be bound by said Administrative Rules for this IFB.
- 11.2 The Judicial Council reserves the right to reject any and all Bids, in whole or in part, as well as the right to issue similar Invitation for Bids in the future. This IFB is in no way a Standard Agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this IFB. A Service Provider's submitted Bid will be retained for official files and be subject to public disclosure under rule 10.500 of the California Rules of Court.