

RFP Title: Ergonomic Services Master Agreement
RFP Number: HR-2024-02-LV

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

Ergonomic Services Master Agreement

RFP No: HR-2024-02-LV

PROPOSALS DUE:

March 3, 2025 NO LATER THAN 1:00 P.M. PACIFIC TIME

1. BACKGROUND INFORMATION

- 1.1 The Judicial Council of California (“Judicial Council,” or “State”), chaired by the Chief Justice, is the rule-making arm of the California court system. 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) consist 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 Objective. The Judicial Council seeks the services of a person or entity with expertise in performing remote and on-site ergonomic evaluations, consultation services, follow-up evaluations, provide self-assessment tools, training, as well as other ergonomic resources, for current and new JBE employees. This RFP is the means for prospective service providers to submit their qualifications to the Judicial Council and request selection as a service provider.

2. DESCRIPTION OF SERVICES AND DELIVERABLES

The JBE seeks the services of a person or entity with expertise in performing ergonomic evaluations and provide other ergonomic services, either onsite or remote. Due to the geographic locations where evaluations are needed, the Judicial Council will enter into one contract with one Contractor who will provide self-assessments, consultation service, training, remote evaluations, and provide ergonomic resources for all JBE as identified above. On-site assessments will be provided within sixty (60) miles of the Judicial Council’s San Francisco and Sacramento offices.

- 2.1. Services are estimated to be performed by the Contractor between **July 1, 2025** (estimated) through **June 30, 2026**, with possible options to renew for up to three

consecutive one-year option terms. The Judicial Council will have the sole discretion to exercise any such option pursuant to the terms and conditions of the resulting agreement.

- 2.1.1 July 1, 2025 to June 30, 2026– “**Initial Term**”
- 2.1.2 July 1, 2026 to June 30, 2027 – “**First Option Term**”
- 2.1.3 July 1, 2027 to June 30, 2028 – “**Second Option Term**”
- 2.1.4 July 1, 2028 to June 30, 2029 – “**Third Option Term**”

2.2. Upon receiving a work authorization request through email from the JBE representative or Project Manager, services will be provided to employees located at the applicable offices of the JBE.

2.3. The Contractor will coordinate the appointment with the JBE representative or Project Manager. If there are multiple evaluations needed in the same facility, the JBE representative or Project Manager and the Contractor will make best efforts to schedule the appointments back-to-back.

2.4. Scheduling Requirements

2.4.1. The Contractor must be available to perform evaluations or follow-up evaluations within two weeks from the date requested by the JBE Project Manager. If this is not possible, the Contractor must communicate any potential delays.

2.4.2. The Contractor must complete its written ergonomic report and provide it to the JBE within one week of completing the evaluation or follow-up evaluation. If this is not possible, the Contractor must communicate any potential delays.

2.5. On-site Evaluation Requirements|

2.5.1. The Contractor must provide a shared tracking system with evaluation updates.

2.5.2. The Contractor must be able to perform the following evaluation and reporting activities within the sixty (60) mile radius of the Judicial Council San Francisco and Sacramento offices.

2.5.2.1. Perform an on-site evaluation or follow-up evaluation taking into consideration the employee’s workstation configuration, job tasks, and employee’s posture and movement patterns at the workstation, and other criteria.

2.5.2.2. Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and behavior modification to prevent and/or reduce further injury or reduce pain.

- 2.5.2.3. Provide written evaluation and follow-up assessment reports to the JBE representative or Project Manager electronically in .doc or .pdf format. The written reports must include:
 - 2.5.2.3.1. Unique Evaluation Identifier
 - 2.5.2.3.2. Date of evaluation
 - 2.5.2.3.3. Name of the individual being evaluated
 - 2.5.2.3.4. Building address and workstation location
 - 2.5.2.3.5. Description of current workstation configuration
 - 2.5.2.3.6. Information on observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.
 - 2.5.2.3.7. 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 to be considered by the JBE representative or Project Manager and adhere to each individual ergonomic process.
 - 2.5.2.3.8. Photographs of workstation, before and, if applicable, after workstation modifications.
 - 2.5.2.3.9. All reports must be signed by the evaluator.
- 2.5.3. Provide consolidated quarterly ergonomic data reports on each entities' evaluations to each respective 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. Additional information to report will include:
 - 2.5.3.1. Dates of past evaluations and assessments.
 - 2.5.3.2. Recommendations/ provided by the ergonomist.
 - 2.5.3.3. Reschedules and cancellations received during the period
 - 2.5.3.4. Follow-up assessments after implementation of recommendations to ensure they are effective.

2.6. Remote Ergonomic Evaluation Requirements

- 2.6.1. The Contractor must provide a shared tracking system with evaluation updates.

- 2.6.2. The Contractor must be able to perform remote evaluations and reporting activities for all JBE employees regardless of location.
- 2.6.3. Perform a remote evaluation or follow-up evaluation taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstation, and other criteria.
- 2.6.4. Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and behavior modification to prevent and/or reduce further injury or reduce pain.
- 2.6.5. Provide written evaluations and follow-up assessment reports to the JBE representative or Project Manager electronically in .doc or .pdf format. The written reports must include:
 - 2.6.5.1. Unique Evaluation Identifier
 - 2.6.5.1.1. Date of evaluation
 - 2.6.5.1.2. Name of the individual being evaluated
 - 2.6.5.1.3. Work location (home or office)
 - 2.6.5.1.4. Description of current workstation configuration
 - 2.6.5.1.5. Information on observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.
 - 2.6.5.1.6. 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 to be considered by the JBE representative or Project Manager and adhere to each individual ergonomic process.
 - 2.6.5.1.7. Photographs of workstation, before and, if applicable, after workstation modifications.
 - 2.6.5.1.8. All reports must be signed by the evaluator.
- 2.6.6. Provide consolidated quarterly ergonomic data reports on each entities' evaluations to each respective 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.
- 2.6.7. Follow-up assessments after implementation of recommendations to ensure they are effective.

2.7. Online Self-Assessment Requirements

- 2.7.1. Provide a robust and streamlined online self-assessment system to guide employees to review their existing workstation setup and make the adjustments needed to optimize comfort, well-being and productivity. The system should cover:
 - 2.7.1.1. Workstation setup (desk height, chair height, monitor placement, keyboard/mouse use).
 - 2.7.1.2. Posture and positioning during common tasks.
 - 2.7.1.3. Frequency and type of movements (e.g., lifting, repetitive tasks).
 - 2.7.1.4. Environmental factors (lighting, noise, screen glare).
- 2.7.2. The system must have a level of autonomy in terms of user access and guidance and provide enough resources and information for most employees to self-assess their workstation including their monitor placement, chair adjustments, mouse/keyboard positioning, and workstation layout catering to each employee's customized needs and job duties.
- 2.7.3. A level of customization to adhere to each individual JBE's ergonomic process.
- 2.7.4. Provide reports upon completion to the JBE representative or Project Manager with an overall pre- and post-assessment score, self-assessment utilization and equipment recommendations, if any. Additional information to report on will include:
 - 2.7.4.1. Dates of past assessments.
 - 2.7.4.2. Recommendations/ provided by the ergonomist.
 - 2.7.4.3. Reschedules and cancellations received during the period

2.8. Consultation Requirements

- 2.8.1. Hourly Consultation – From time to time, projects may arise requiring assistance by the contractor to advise on facility planning with ergonomic issues, perform department-wide ergonomic projects, review of ergonomic equipment list, provide ergonomic expertise and advice, or assist with other areas of expertise that may be outside the scope of services.
- 2.8.2. Provide online and/or onsite general ergonomic training to JBE staff as requested.
 - 2.8.2.1. Onsite Training

2.8.2.1.1. General ergonomic workshops on setting up workstations correctly, maintaining proper posture, and understanding ergonomic risks.

2.8.2.1.2. Customized onsite training as needed.

2.8.2.2. Remote Training

2.8.2.2.1. General workshops on setting up workstations correctly, maintaining proper posture, and understanding ergonomic risks.

2.8.2.2.2. Customized remote training as needed.

2.9. Resources Requirements

2.9.1. Provide printed and digital materials as requested by the JBE. This may include onboarding packets, ergonomic pamphlets or handouts customized for the JBE.

2.9.2. Access to online resources. This may include videos, graphics and pamphlets.

2.9.3. 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.

2.9.4. All ergonomic products will be recommended from an approved list of products from 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. Service Areas

2.10.1. If selected, Proposer will be evaluated and selected to provide services for each of the fifty-eight (58) Superior Courts, nine (9) Courts of Appeal, Judicial Council, Supreme Court, Habeas Corpus Resource Center, Commission of Judicial Performance, and California Judicial Center Library. If possible, provide:

2.10.2. Onsite evaluations for JBE locations within sixty (60) miles of the Judicial Council's San Francisco or Sacramento locations; and

2.10.3. Remote evaluations, self-assessments, resources and consultations for JBE regardless of location.

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	January 27, 2025
Deadline for written questions to solicitations@jud.ca.gov	February 13, 2025 No Later than 1:00 PM (Pacific Time)
Questions and answers posted (<i>estimate only</i>) https://courts.ca.gov/policy-administration/bidders-solicitations	February 21, 2025
Latest date and time proposal may be submitted solicitations@jud.ca.gov	March 3, 2025 No Later than 1:00 pm (Pacific Time)
Anticipated interview dates (<i>estimate only</i>)	March 5 – 14, 2025
Evaluation of proposals (<i>estimate only</i>)	March 17 – 31, 2025
Notice of Intent to Award (<i>estimate only</i>) https://courts.ca.gov/policy-administration/bidders-solicitations	April 1, 2025
Negotiations and execution of contract (<i>estimate only</i>)	April 8, 2025 – June 30, 2025
Contract start date (<i>estimate only</i>)	July 1, 2025
Contract end date (<i>estimate only</i>)	June 30, 2026

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Master Agreement Terms and Conditions	<p>If selected, the entity submitting a proposal (the “Proposer”) must sign a Judicial Council of California Master Agreement containing these terms and condition (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 that clearly identifies the benefit to the Judicial Branch from the proposed changes and provides a written explanation or rational for each proposed change.</p> <p>Notwithstanding any other provision in this RFP, the Council 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.</p>
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.
Payee Data Record Form (STD204) at: 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 Supplement (STD205) at: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.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 the STD 204.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 7: Bidder Declaration	The Proposal must complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 8: DVBE Declaration	The Proposer must complete this form and submit it with their proposal only if Proposer wishes to qualify for the DVBE incentive.

5.0 PAYMENT INFORMATION

- 5.1 Subject to the term in Attachment 2, Appendix B, Payment Provisions, Rates and the Firm Fixed Cost will remain intact throughout the entire term and option terms-of the resulting Contract.
- 5.2 The hourly rates and the firm fixed cost 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.
- 5.3 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.
- 5.4 THE JUDICIAL COUNCIL DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES. The contractor shall invoice the Judicial Council of California only after the successful completion and acceptance of the services rendered. The payment term is **Net 60** after receipt of correct invoice.

6. 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 its proposal in two parts, the technical proposal and the cost proposal.
 - a. The Proposer must submit **an electronic copy** of the technical proposal. The proposal must be signed by an authorized representative of the Proposer. To fulfill this requirement, the proposer may include a signed cover letter for the Technical Proposal. The technical proposal must be submitted via email to Solicitations@jud.ca.gov. The Proposer must indicate the RFP title and number in the subject line of the submission email and ensure that the RFP title and number are on the Proposal attachments.
 - b. The Proposer must submit **an electronic copy** of the Cost Proposal. The proposal must be signed by an authorized representative of the Proposer. To fulfill this requirement, the proposer may include a signed cover letter for the Cost Proposal. The Cost Proposal can be submitted in the same email as the Technical Proposal above via email sent to solicitations@jud.ca.gov, but should be a **separate attachment** marked “COST PROPOSAL,” from the technical proposal. The Proposer must indicate the RFP title and number in 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 Judicial Council of California. Both the Technical and Cost Proposals must be received prior to the due date and time, or the proposal will not be accepted. Due to the potential for email transmission delays, which may cause late receipt and non-acceptance of proposals, **it is recommended that Proposers email their proposals well in advance of the due date and time.**
- 6.4 Late proposals will not be accepted. However, as necessary, the Judicial Council of California may request clarification from Proposers after the submission of proposals.
- 6.5 The Judicial Council of California reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement or contract and does not create any obligation to form a contract. The Judicial Council of California 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. PROPOSAL CONTENTS

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

- 7.1.1. 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.
- 7.1.2. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- 7.1.3. 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. Please include all certifications as applicable.
- 7.1.4. 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.

- 7.1.5. Proposed method to complete the work.
- 7.1.5.1. If applicable, provide a statement of any bankruptcies filed by the Proposer and any lawsuits 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).
 - 7.1.5.2. Provide a brief summary of your firm, its services, and a description of key staff who will be conducting evaluations (brochures and marketing materials may be included as an appendix but should not take the place of a brief written response).
 - 7.1.5.3. Describe the competency, qualification levels, and professional certifications of the Proposer's project manager and staff.
 - 7.1.5.4. Include a description of your experience and expertise serving public sector clients, and a summary of what differentiates your firm from your competitors.
 - 7.1.5.5. How many days per month are you available to perform ergonomic services at the JBE? Please clarify if the available days stated include limited hours as well.
 - 7.1.5.6. Indicate the primary physical location(s) from which you will be providing your services as well as the base location(s) of all ergonomist(s).
 - 7.1.5.7. 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.
 - 7.1.5.8. Depending on the JBE, you may be asked to schedule appointments and evaluations directly with employees after approval by the JBE Project Manager. Please elaborate on your ergonomic evaluation scheduling process and the tools used. Is this tool a shared item to be viewed by the JBE representatives?
 - 7.1.5.9. Describe how you would handle an unexpected cancellation of an evaluation by the JBE and state whether you would charge any fee to compensate for that lost appointment (include the fee if any).
 - 7.1.5.10. Describe how you would handle an unexpected cancellation or shortened evaluation by the ergonomist and state whether you would

charge any fee to compensate for the lost appointment (include fee if any).

- 7.1.5.11. Describe the tools you would use to conduct remote ergonomic evaluations for a JBE's employee, both at the primary workplace at the office and at home.
- 7.1.5.12. Describe the tools you would use to conduct onsite ergonomic evaluations for an employee's primary workplace at the office.
- 7.1.5.13. How are follow-up evaluations conducted for both remote and onsite?
- 7.1.5.14. 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 an online evaluation?
- 7.1.5.15. 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.
- 7.1.5.16. Please provide screenshots, pamphlets, and information describing your self-assessment tools.
- 7.1.5.17. Please provide a list of all available training both live and pre-recorded.
- 7.1.5.18. Please include examples of customized trainings you had previously conducted.
- 7.1.5.19. Please include a list of all other resources that you will be able to provide the JBEs if awarded this agreement.
- 7.1.5.20. Describe a challenging ergonomic evaluation in the last two 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.
- 7.1.5.21. Provide an example report of an onsite evaluation you have performed in the last two years for an employee in an office environment. Remove confidential information as needed.
- 7.1.5.22. Provide an example report of a remote evaluation you have performed in the last two years for both an employee in an office environment and at home. Remove confidential information as needed.

- 7.1.5.23. 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 home.

- 7.1.6. Acceptance of the Terms and Conditions.
 - 7.1.6.1. 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.
 - 7.1.6.2. 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.
 - 7.1.6.3. **Note: A material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the terms and conditions (in Attachment 2) may render a proposal non-responsive.**

- 7.1.7. Certifications, Attachments, and other requirements.
 - 7.1.7.1. The Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
 - 7.1.7.2. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
 - 7.1.7.3. 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. **The Proposer shall provide a copy of their Certificate of Status with the Secretary of State of 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.

Note: Proposer may be required to register with the California Secretary of State if it meets the definition of transacting intrastate business or

“doing Business” under the California Corporations Code. As there is no easy definition for what constitutes – even indirectly – “doing Business” in California, proposers with concerns regarding the Secretary of State registration requirements are encouraged to consult with their legal counsel.

You can find out information regarding the steps on how to register a business with the California Secretary of State at:

<https://bizfileonline.sos.ca.gov/>

- 7.1.7.4. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- 7.1.7.5. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 6**) and submit the completed certification with its bid for solicitations of \$100,000 or more.
- 7.1.7.6. 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>
- 7.1.7.7. 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 Proposal. The following information must be included in the cost proposal.

- 7.2.1. Proposers shall use and submit Tables 1-5 to propose rates and fees 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 and fees for the **initial contract term and all option terms**.

7.2.2. The Proposer’s cost/fee proposal showing total cost/fees for providing services indicated in **Section 2 of this RFP**, 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.

7.2.3. In addition to Table 1-5, the Proposer shall list total cost/fees for providing additional, customized resources including any printed materials such as onboarding packets, ergonomic pamphlets, or handouts described in Section 2.9.

7.2.4. 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.

Table 1

On-site Evaluation within 60 Miles of San Francisco Judicial Council Office 455 Golden Gate Avenue, San Francisco, CA 94102					
# of Initial Evaluations	Cost of Evaluation/ Follow up Visit Initial Term	Cost of Evaluation/ Follow up Visit 1st Option Term	Cost of Evaluation/ Follow up Visit 2nd Option Term	Cost of Evaluation/ Follow up Visit 3rd Option Term	Number of Evaluations Performed Per Site Visit
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	1
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	2
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	3
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	4
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	5+
Follow-up Visit Cost	\$ ____	\$ ____	\$ ____	\$ ____	1+

On-site Evaluation within 60 Miles of Sacramento Judicial Council Office 2850/2860 Gateway Oaks Drive, Sacramento CA 95833					
# of Initial Evaluations	Cost of Evaluation/ Follow up Visit Initial Term	Cost of Evaluation/ Follow up Visit 1st Option Term	Cost of Evaluation/ Follow up Visit 2nd Option Term	Cost of Evaluation/ Follow up Visit 3rd Option Term	Number of Evaluations Performed Per Site Visit
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	1
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	2
Initial Evaluation Cost	\$ ____	\$ ____	\$ ____	\$ ____	3

Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	4
Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	5+
Follow-up Visit Cost	\$_____	\$_____	\$_____	\$_____	1+

Remote Evaluation(s) Per Day					
# of Initial Evaluations	Cost of Evaluation/ Follow up Initial Term	Cost of Evaluation/ Follow up 1st Option Term	Cost of Evaluation/ Follow up 2nd Option Term	Cost of Evaluation/ Follow up 3rd Option Term	Number of Evaluations Performed Per Day
Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	1
Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	2
Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	3
Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	4
Initial Evaluation Cost	\$_____	\$_____	\$_____	\$_____	5+
Follow-up Visit Cost	\$_____	\$_____	\$_____	\$_____	1+

Table 2

Online Self-Evaluation Tool				
Please specify flat rate or rate per user.	Cost Initial Term	Cost 1st Option Term	Cost 2nd Option Term	Cost 3rd Option Term
TBD	\$_____	\$_____	\$_____	\$_____

Table 3

Ergonomic Training				
Training Type	Fixed Cost Initial Term	Fixed Cost 1st Option Term	Fixed Cost 2nd Option Term	Fixed Cost 3rd Option Term
Pre-Recorded/ On Demand	\$_____	\$_____	\$_____	\$_____
Online/ Remote Live	\$_____	\$_____	\$_____	\$_____
Onsite/ In-Person Live	\$_____	\$_____	\$_____	\$_____
Customized Remote Training	\$_____	\$_____	\$_____	\$_____
Customized Onsite Training	\$_____	\$_____	\$_____	\$_____

Table 4

Ergonomic Consultation				
Services	Hourly Rate	Cost	Cost	Cost

	Initial Term	1st Option Term	2nd Option Term	3rd Option Term
TBD – See Section 2.9	\$____/ Hr	\$____/ Hr	\$____/ Hr	\$____/ Hr

Table 5

Other Ergonomic Resources				
Material	Fixed Cost Initial Term	Fixed Cost 1st Option Term	Fixed Cost 2nd Option Term	Fixed Cost 3rd Option Term
TBD – See Section 2.8.1	\$____	\$____	\$____	\$____

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 One Hundred and Twenty (120) 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

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

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

If a contract will be awarded, the Judicial Council will post an intent to award notice announcement on the Courts Website at:

<https://courts.ca.gov/policy-administration/bidders-solicitations>

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of Proposal and Responsiveness of Proposals submitted: Completeness and inclusion of required information in conformance with the RFP submission requirement; and clarity of the proposal content and responsiveness to Section 7.1	20
Qualifications of Company and services including key staff qualifications and experience, subcontractor(s) qualifications, and base locations.	24
Competitiveness of Cost	30
Financial Stability of Company and Subcontractors (if any)	10
References	3
Acceptance of the Terms and Conditions	10
("DVBE") Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers. (Section 12.0)	3
Total Possible Points	100

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 interviews may be conducted in person or by phone or remote meeting tools. 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, pursuant to this Section 11.0. **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 JBE’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’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 7**). 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 8**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS

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

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

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE 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 JBE 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 JBE. If the Proposer fails to do so, the JBE 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 JBE 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 JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see <https://courts.ca.gov/system/files/file/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 of California 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.