



# REQUEST FOR PROPOSALS (RFP)

OFFICE OF REAL ESTATE AND FACILITIES  
MANAGEMENT

**REVISION NO. 1**  
**REVISED MARCH 3<sup>RD</sup>, 2017**

**REGARDING:**

Request for Proposals for On-going Technical Assistance for the Judicial Council of California's Energy Efficiency and Sustainability Program

RFP number: REFM-2016-18-RP

**PROPOSALS DUE:**

**MARCH 14, 2017**

**NO LATER THAN 3:00 P.M. PACIFIC TIME**



JUDICIAL COUNCIL  
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION  
CAPITAL PROGRAM

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## 1.0 BACKGROUND INFORMATION

### 1.1 Primary Objective of RFP

- A. To identify multiple firms, entities or individuals (“Proposer”) with the expertise and qualifications to provide technical consulting services on all aspects of the Judicial Council of California’s (“Judicial Council”) Energy Efficiency and Sustainability Programs including, but not limited to, the following:
- Preparing Request for Proposals for the implementation of energy efficiency measures;
  - Evaluating energy efficiency Proposals;
  - Reviewing technical specifications of proposed energy efficiency projects;
  - Completing utility company rebate applications;
  - Evaluating on-site self-generation options; and
  - Other assistance, as needed.
- B. As a result of this RFP, the Judicial Council intends to contract with the selected Proposer(s) through Master Agreements for various services throughout the state, as described in this RFP. The Judicial Council anticipates Master Agreements will be issued to multiple Proposers under this RFP.
- C. As projects arise, the Judicial Council will solicit proposals from, at a minimum, the three highest-ranked Proposers responding to this RFP via Requests for Contractor’s Proposal. The Judicial Council will then evaluate future proposals based on cost, schedule, and scope of work proposed and select the best-ranked Proposer for a project. Once a Proposer has been selected, the Judicial Council will, under the existing Master Agreement, enter into a Work Order Form with that Proposer for that given project. There is no guarantee that a given Proposer will be awarded a given project or any future projects.

### 1.2 The Judicial Council of California

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making body for the California judicial branch. The Judicial Council’s Office of Real Estate and Facilities Management (“REFM”) is responsible for the operation, repair, maintenance, modification, and environmental compliance of the judiciary’s portfolio, which includes over 500 courthouses.

The Judicial Council’s Environmental Compliance and Sustainability Unit (“EC&S”) is responsible for a statewide initiative for the development and

implementation of the Judicial Council's Energy Efficiency and Sustainability Program.

### **1.3 The Judicial Council's Sustainability Program**

As stated above, EC&S is responsible for the development and implementation of the Judicial Council's Energy Efficiency and Sustainability Programs. EC&S, in partnership with investor and municipal-owned utilities, analyzed available utility data in order to identify inefficient courthouse facilities. These "targeted" facilities are located mostly in Pacific Gas & Electric (PG&E) and Southern California Edison (SCE) territories. Following the identification of these facilities, the Judicial Council, with the support of local utility companies, completed energy efficiency audits at the targeted facilities.

A number of audits are accessible via the Judicial Council's File Transfer Protocol (FTP) website. Instructions for accessing the audits are listed on Attachment 1. The audits identified numerous measures to increase the energy efficiency of these facilities. Energy Efficiency Measures (EEM(s)) include, but are not limited to the following:

- A. Interior and exterior energy efficiency lighting replacement and retrofitting;
- B. Heating, Ventilation and Air Conditioning (HVAC) retrofits or replacements;
- C. Retro-Commissioning Services;
- D. Self-generation and demand response opportunities; and
- E. Other Energy Efficiency Related Services.

**The Judicial Council is providing the audits as background information only.**

This RFP focuses on obtaining proposals to provide on-going technical consulting services for the implementation of the Judicial Council's Energy Efficiency and Sustainability Program at various courthouses. The scope of work and deliverables are described in more detail below.

## **2.0 SCOPE OF WORK**

The Scope of Work may include one or multiple deliverables as set forth in this section. Any one of the deliverables or combination thereof may be changed, including terminated, in the same manner as the overall project, as indicated herein, without affecting in any way the remaining deliverable(s). The deliverables or services are listed below in section 2.1.

The Judicial Council shall contract with an individual Proposer for services and work, including additions, modifications, or terminations to the scope of work, schedule, key personnel, and Subcontractors, through individual Work Orders. The number of Work Order(s) and projects is unknown at this time. There is no

guarantee by the Judicial Council that the Proposer will, if awarded a contract, be requested to provide services or work under this RFP for a given project.

## 2.1 Scope of Work

The selected Proposer(s) will provide on-going technical consulting services and assistance to implement the Judicial Council’s Energy Efficiency and Sustainability Program. This contract is not for the provision of labor or construction services or for a “public works” project under Labor Code section 1720. Technical assistance includes, but is not limited to the following:

- Organization and analysis of utility data;
- Analysis of existing utility rates;
- Identification and assisting with implementation of energy efficiency measures at Judicial Council owned and/or managed courthouse facilities;
- Development of scope of work for future RFPs;
- Evaluation of proposals received;
- Identification and evaluation of on-site self-generation options;
- Development of policy to support long-term sustainability of courthouse facilities;
- Assistance with utility rebate applications;
- Identification of “high-cost” facilities to effectively target facilities with the fastest payback; and
- Identification of long-term strategies to reduce on-going utility costs.

## 3.0 TIMELINE FOR THIS RFP

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

**Please check this RFP’s webpage on a regular basis for any changes and/or updates to the solicitation and timeline.**

EVENT	DATE
RFP issued	February 27, 2017
Pre-Proposal Teleconference	March 3, 2017 <b>11:00 AM (Pacific Time)</b>
Deadline for questions (Please use Attachment 11)	March 7, 2017
<u>Questions and answers posted (estimate only)</u>	March 9, 2017

RFP Title: Technical Assistance for Sustainability Program

RFP Number: REFM-2016-18-RP

EVENT	DATE
Latest date and time Proposals may be submitted	March 14, 2017 <b>3:00 PM (Pacific Time)</b>
Evaluation of Proposals (estimate only)	March 15, 2017
Notice of Intent to Award (estimate only)	March 16, 2017
Contract start month and year (estimate only)	April 2017
Contract end month and year (estimate only) (without optional Judicial Council extensions)	April 2020

#### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
<b>Attachment 1</b> FTP Instructions	Instructions on how to access the Judicial Council's FTP site in order to download existing energy audits.
<b>Attachment 2</b> Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
<b>Attachment 3</b> Master Agreement - Terms and Conditions	If selected, the person or entity submitting a qualification (the "Proposer") must sign a Judicial Council Master Agreement containing the terms and conditions (the "Terms and Conditions").
<b>Attachment 4</b> Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Master Agreement Terms and Conditions or identify exceptions to the Terms and Conditions.
<b>Attachment 5</b> Payee Data Record	This form contains information the Judicial Council requires in order to process payments and must be submitted with the qualification.
<b>Attachment 6</b> DVBE Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
<b>Attachment 7</b> Bidders Declaration	Complete this form <u>only</u> if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
<b>Attachment 8</b> General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its qualification.
<b>Attachment 9</b> Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its qualification.
<b>Attachment 10</b> Unruh Civil Rights Act and California Fair Employment and Housing Act Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its qualification.
<b>Attachment 11</b> Submittal of Questions Form	Complete this form if Proposer wishes to submit questions regarding this RFP.

## 5.0 PAYMENT INFORMATION

5.1 The Judicial Council anticipates payment for services and/or work specified in this RFP to be based on the following:

- Firm Fixed Price, and/or
- Hourly Basis.

- i. Overtime rates are not reimbursable under this RFP and Master Agreement.
- ii. Services will be performed during normal business hours, Monday through Friday.

All pricing shall remain at the Firm Fixed Price and/or Hourly prices specified in the Master Agreement during the Initial Term and Option Term.

5.2 Proposers shall provide in their Cost Proposal a rate sheet with the following:

- i. Identify hourly rates, titles, and classifications of projected staff proposed to perform technical assistance under this RFP.
- ii. All rates and prices must be fully burdened and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable for services listed in this RFP.

5.3 Payment terms will be specified in the Master Agreement that will be executed as a result of an award made under this RFP. However, Proposers are hereby advised that payments are made by the State of California (State), and the State does not make any advance payment or progress payments for services. Payment by the State is normally made based upon completion of tasks as provided for in the Master Agreement between the Judicial Council and the selected Proposer(s).

5.4 Expenses, specifically travel expenses, are reimbursable at the sole discretion of the Judicial Council, and in accordance with the Master Agreement and the Judicial Council's Travel Expense Policy. All Travel Expenses are subject to written approval by the Judicial Council. **Please note:** the Judicial Council **does not** reimburse labor costs or time related to travel.

5.5 The Judicial Council will reimburse non-travel expenses based on paid invoices. Proposers shall obtain the required approval from Judicial Council's Project Manager before the expenses are incurred. Non-travel expenses include but are not limited to, filing fees of regulatory agencies, permit fees, and report recording fees.

5.6 The Judicial Council may withhold ten (10%) percent of each invoice until receipt and acceptance of the goods or services procured. The amount withheld may depend upon the length of the project and the payment terms provided for in the Master Agreement.



## 6.0 PRE-PROPOSAL CONFERENCE

The Judicial Council will be holding a **non-mandatory** pre-proposal teleconference for this RFP. The Judicial Council will hold the teleconference on:

**Date and Time:** March 3, 2017 at 11:00 a.m. (Pacific Time)  
**Call-in Number:** 1-877-820-7831  
**Participant Code:** 326556

## 7.0 SUBMISSIONS OF PROPOSALS

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

7.2 Interested Proposers must submit their Proposals as follows:

### A. Part One: Qualifications

- Proposers must submit one **(1) original copy** of the Proposal Package as described in Section 8 below;
- The original must be signed by an authorized representative; and
- The Proposal Package (and the copy thereof) must be submitted to the Judicial Council in a single, sealed envelope, labeled as follows:

*Proposal Package  
Submitted by (name of firm)  
Technical Assistance – Sustainability Program  
REFM-2016-18-RP*

### B. Part Two: Cost Proposal

- The Proposer must submit **one (1) original copy** of the Cost Proposal;
- The original Cost Proposal must be signed by an authorized representative;
- The original Cost Proposal (and the copy thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the Qualification Package and labeled as follows:

*Cost Proposal  
Submitted by (name of firm)*

*Technical Assistance – Sustainability Program  
REFM-2016-18-RP*

7.3 The Proposer must submit the entire proposal package, with all attachments, including the Payee Data Record form (Attachment 5), in electronic format as follows:

- USB or flash drive - Please ensure electronic format is compatible with PCs;
- Please ensure proposal is in Adobe PDF format; and
- Please use the following naming convention for electronic files:

*Name of Company\_REFM-2016-18-RFP.*

7.4 Proposals must be delivered by the date and time listed in the timeline of this RFP to:

Judicial Council of California  
Attn: Robin Parker, **REFM-2016-18-RP**  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

7.5 Late Proposals will not be accepted. Any submittals received after the deadline will be rejected without review.

7.6 Incomplete submittals may be rejected without review.

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

7.8 Questions. Interested parties may submit a request for clarifications, modifications or questions to the Judicial Council using the format provided in Attachment 11. Requests shall be submitted via e-mail to [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov) no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council shall be made only through the email address.

**TELEPHONE CALLS WILL NOT BE ACCEPTED.**

## 8.0 PROPOSAL CONTENTS

8.1 The Proposal Package. The following information must be included in the Proposal Package. Submittals lacking any of the following information may be deemed non-responsive.

A. Cover Letter – Cover letters must include the following:

- Name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing firm;
- 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; and
- The Cover Letter should be signed by an authorized representative of the prospective Proposer(s).

**Cover letter should be no more than one (1) page.**

**Note:** If the Proposer is a sole proprietor using his/her social security number, the social security number will be required before finalizing a contract.

B. Resumes

Include resumes describing key staff members' background and experience in conducting the proposed activities. There is no limit on the number of key staff members proposed, but there is a limit of five (5) pages total.

**The resume submittals should be no more than five (5) pages total.**

C. Qualifications

Please provide a description of similar services conducted for five (5) separate clients. Your description should include:

- Identify the client, number of sites where work was performed, a description of services provided, the timeframe for completion, the original project budget and final cost. Please clarify any discrepancy between original project budget and final cost.
- Identify the role of key team members that participated in the project.
- Provide a contact / client reference with current contact information, including names, address and current telephone number for each project. The Judicial Council may check references listed by the Proposer.

Please ensure contact information for all references is up-to-date.

**Qualifications are to be no more than one (1) page each, for a total of five pages.**

D. Regional Scope

Describe Proposer's ability to provide services statewide or if only regionally, identify regions. Identify resources and staffing if only available in particular regions.

**Regional Scope should be no more than one (1) page.**

E. Other Requirements

1. Acceptance of the Terms and Conditions.

- i. On Attachment 4, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

**Note: A material exception to a Minimum Term or Condition will render a proposal non-responsive.**

2. Other Required Attachments

- i. The Proposer is required to complete the follow Certification Forms and submit the completed forms with their proposal:
  - a. General Certifications Form
  - b. Darfur Contracting Act Certification
  - c. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification
- 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. **[REVISED]** - Copies of the Proposers' (and any Subcontractors') current business licenses, professional certifications, or other credentials.

A contractor's "C" license is not required to be a successful bidder.

8.2 Cost Proposal. Proposers are required to provide a rate sheet that includes the following:

- i. Identify hourly rates, titles, and classifications of projected staff proposed to perform technical assistance under this RFP,
- ii. All rates and prices must be fully burdened and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable for services listed in this RFP.

**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.

## 9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

## 10.0 EVALUATION OF PROPOSALS

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

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

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
Qualifications and experience on similar assignments	30
Credentials of staff to be assigned to the project	30
Acceptance of the Terms and Conditions	10
Hourly Rates	30

**The Judicial Council will post an intent to award notice of the selected Proposers to this RFP's webpage at <http://www.courts.ca.gov/>. Please refer to key events in the Timeline of this RFP.**

#### **11.0 INTERVIEWS**

The Judicial Council **will not** be conducting interviews in person or by phone with Proposers.

#### **12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

**PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council's right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

#### **13.0 CONTRACT TERMS**

- 13.1 Proposers selected under this RFP will be retained by the Judicial Council through the Judicial Council's Master Agreement ("Master

- Agreement”). A typical sample of the Judicial Council’s Master Agreement is included as Attachment 3 to this RFP.
- 13.2 The Judicial Council reserves the right to modify or update the Master Agreement in the interest of the Judicial Council, in whole or in part at any time up to and through negotiation of the agreement with the Proposer. By submitting for this RFP, the prospective Proposer and their key Subcontractors acknowledge that a) the project team will provide the services required in the Master Agreement, and b) it has no objection to the Master Agreement.
- 13.3 If a satisfactory contractual agreement on services and compensation cannot be reached between the Judicial Council and selected Proposers within 30 calendar days of notification of selection, the Judicial Council reserves the right to terminate negotiations with that Proposer and attempt to reach a satisfactory contractual agreement with another qualified Proposer.
- 13.4 No person, firm, or subsidiary who has been awarded a Master Agreement for consulting services under this RFP may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this RFP.
- 13.5 The Judicial Council cannot guarantee the amount or duration of the awarded work.
- 13.6 The Judicial Council reserves the right to reject any of the Proposer’s Subcontractors and ask that a different Proposer and/or Subcontractor be submitted for consideration. Upon selection of the Proposer, the Judicial Council reserves the right to approve the selection of other Subcontractors not requested in this RFP.
- 13.7 Provision of Services and Work. Services and work, including additions to scope of services, schedule, key personnel, and Subcontractors, shall be provided by a Work Order Form, as funding becomes available, and pursuant to the terms and conditions of the Master Agreement. Any changes or modifications to the Master Agreement, or an authorized Work Order in effect for scope of services, schedule or term, key personnel, and Subcontractors, shall require an amendment at the sole discretion of the Judicial Council.
- 13.8 Term of Contract: The term of the contract(s) to be awarded as a result of this RFP is anticipated to be three (3) years with the possibility of two (2) one-year extensions (“Option Term”), at the sole discretion of the Judicial Council, for a total combined term of five (5) years.
- 13.9 Compensation. The method of compensation will vary on a Work Order by Work Order basis and as funding becomes available. Compensation will be paid based on completion of the identified deliverable, and per the tasks described in this solicitation. Expenses, including travel expenses,

will be reimbursed pursuant to the terms and conditions of the Master Agreement.

- 13.10 Prevailing Wages. To the extent the Master Agreement pertains to public works projects, Proposer(s) and/or Subcontractor(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <<http://www.dir.ca.gov>>. All Proposer(s) and Subcontractor(s) shall comply with the requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.
- 13.11 BACKGROUND CHECKS. Vendor(s) and their employees and/or subcontractors may be required to complete and pass a background check and be “green badged” to work in and around State or County premises. Badges are to be visible when working on site.

#### **14.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

- 14.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 14.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal.
- 14.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).
- 14.4 If Proposer wishes to seek the DVBE incentive, Proposer must submit with its proposal a DVBE Declaration (Attachment 6) completed and signed by each DVBE that will provide goods and/or services in connection with the Master Agreement. 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.



- 14.5 Proposer must complete and submit with its proposal the Bidder's Declaration (Attachment 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

**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.**

## **15.0 PROTESTS**

Notwithstanding whether the work contemplated is governed by the Judicial Branch Contracting Manual (JBCM), any protests will be handled in accordance with Chapter 7 of the JBCM, which can be found at: [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in Chapter 7 of the JBCM 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 **March 14, 2017, 3:00 p.m.** Pacific Time. Protests must be sent to:

Judicial Council – Branch Accounting and Procurement  
ATTN: Manager, Contracts, **RFP Number: REFM-2016-18-RP**  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102