



# REQUEST FOR PROPOSALS (RFP)

OFFICE OF REAL ESTATE AND FACILITIES  
MANAGEMENT ENVIRONMENTAL COMPLIANCE AND  
SUSTAINABILITY

**REVISION NO. 1**  
**REVISED OCTOBER 6, 2016**

**REGARDING:**

Request for Proposals for Consulting Services relating to Underground and Aboveground Storage Tanks , Hazardous Material and Waste Management Compliance Programs

**RFP number: REFM-2016-14-RP**

**PROPOSALS DUE:**

**October 12, 2016** NO LATER THAN **2:00 P.M.** PACIFIC TIME



JUDICIAL COUNCIL  
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION  
CAPITAL PROGRAM

## **INDEX**

- 1.0 Background Information
- 2.0 Scope of Services and Deliverables
- 3.0 Timeline to this RFP
- 4.0 RFP Attachments
- 5.0 Payment Information
- 6.0 Pre-Proposal Conference
- 7.0 Submissions of Proposals
- 8.0 Proposals Content
- 9.0 Offer Period
- 10.0 Evaluation of Proposals
- 11.0 Interviews
- 12.0 Confidential or Proprietary Information
- 13.0 Contract Terms
- 14.0 Disabled Veteran Business Enterprise Incentive
- 15.0 Protests

## **ATTACHMENTS**

- 1. Judicial Council List of Facility Projects
- 2. Administrative Rules Governing RFPs (Non-IT Services)
- 3. Sample Standard Agreement
- 4. Acceptance of Terms and Conditions
- 5. Payee Data Record
- 6. DVBE Declaration
- 7. Bidders Declaration
- 8. General Certifications
- 9. Darfur Contracting Act Certification
- 10. Submittal of Questions Form

### **1.0 BACKGROUND INFORMATION**

The Judicial Council of California (Judicial Council), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The office of Real Estate and Facilities Management (REFM) of the Judicial Council is responsible for managing the state judiciary's portfolio. REFM manages the ongoing needs of more than 500 court judicial branch facilities, representing a 20 million square foot portfolio of court properties and facilities housing the largest judiciary in the United States, including operation, maintenance, repair, modifications, and environmental regulatory compliance, as well as site selection and acquisition for new capital projects.

A number of the Judicial Council's facilities have underground and aboveground storage tanks (U/AST(s)), as well as on-site hazardous materials (HAZMAT) and, at times, hazardous waste (HW). The U/ASTs are generally used to store fuel for the courthouses' backup generators and/or diesel-powered fire pumps. Currently, the

Judicial Council has approximately five (5) facilities with underground storage tanks (UST), all located in southern California. In relation to aboveground storage tanks (AST(s)), the Judicial Council has approximately thirteen (13) facilities that are subject to a Spill Prevention and Countermeasure Control (SPCC) Plan. The facilities are listed in Attachment 1.

On-site hazardous materials typically include diesel, hydraulic oil, refrigerants, and miscellaneous facility-maintenance related materials, such as bleach, WD40, and other cleaning products.

Hazardous waste typically includes asbestos and lead-based paint related to facility modification projects, and oily water/rags related to operations. There is also some universal waste generated as part of normal operations and maintenance.

The Judicial Council's Environmental Compliance and Sustainability unit (EC&S) is interested in a holistic approach to compliance, including:

- a. Underground storage tank compliance program;
- b. Aboveground storage tank compliance program;
- c. Hazardous material management; and/or
- d. Hazardous waste management.

The primary objective of this RFP is to (1) identify qualified firms, entities or individuals ("Proposer") with the technical expertise to provide consulting services regarding a compliance management program for under/aboveground storage tanks, hazardous materials and hazardous waste, and (2) contract with a selected Proposer for these services. It is anticipated that the contract will be issued to one firm under this RFP.

## **2.0 SCOPE OF WORK AND DELIVERABLES**

The scope of services may include one or multiple components as set forth in this section and in Attachment 1. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining component(s). The provisions of this RFP shall apply to each component without regard to the status of the remaining component(s). Proposer shall invoice for each component separately and the Judicial Council shall compensate Proposer for each component separately on a proportionate basis based on the level and scope of work for each project completed for each component. The number of projects and specific scope of work for each project is unknown at this time, and there is no guarantee by the Judicial Council that the firm will, if awarded a contract, be requested to provide services for any projects.

2.1 The Judicial Council seeks the services of Proposers with expertise in the following:

- a. Underground storage tank compliance requirements;
- b. Aboveground storage tank compliance requirements;

- c. Hazardous material management; and/or
- d. Hazardous waste management.

The Proposer should describe the tasks related to each of the components listed above including, but not limited to, the following:

- a. Review of Existing Compliance Program, including but not limited to:
  - Recommendations for Standardizing Reporting Documents; and
  - Recommendations for utilizing the California Electronic Reporting System (CERS)
- b. Underground storage tank (UST) compliance requirements and maintenance, including but not limited to:
  - Monthly Designated Operator Inspections and Tests;
  - Annual Tests, Inspections and Certifications;
  - Triennial Tests and Certifications;
  - Certification of Financial Responsibility;
  - Identification of single-walled USTs, including recommendations on how to meet future compliance requirements; and
  - Non-compliance related maintenance and testing tasks recommended for USTs.
- c. Aboveground storage tank (AST) compliance requirements and maintenance, including but not limited to:
  - All tests, reports, inspections, and training required for AST compliance;
  - Spill Prevention Control and Countermeasure Plan (SPCC) development, review or update, as required; and
  - Non-compliance related maintenance and testing tasks recommended for ASTs.
- d. Hazardous material management
  - Review of existing hazardous material management practices and recommendations/identification of how to improve. This includes storage and labeling practices, training requirements, record keeping, and reporting.
  - On-site hazardous material management “audits” at individual courthouse facilities.
  - Development and delivery of training scenarios, including responding to inspections and responding to a hazardous material/waste scenario.
- e. Hazardous waste management
  - Review existing manifest program and identify process enhancements, compliance gaps, and recommendations for how to improve tracking and reporting.
  - Provision of 24-hour emergency hotline for hazardous waste emergencies. On-call technical services related to hazardous waste disposal and emergencies.

### 3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>September 28, 2016</i>
Deadline for questions	<i>October 3, 2016</i>
<b><u>Questions and answers posted (estimate only)</u></b>	<i>October <b><u>7</u></b> 2016</i>
Latest date and time proposal may be submitted	<b><i>October 12, 2016, 2:00 PM (Pacific Time)</i></b>
Evaluation of proposals ( <i>estimate only</i> )	<i>October 19, 2016</i>
Notice of Intent to Award ( <i>estimate only</i> )	<i>October 21, 2016</i>
Contract distributed for execution ( <i>estimate only</i> )	<i>October 26, 2016</i>
Contract start month and year ( <i>estimate only</i> )	<i>November 2016</i>
Contract end month and year ( <i>estimate only</i> ) (without optional Judicial Council extensions)	<i>November 2019</i>

*This section intentionally left blank*

#### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
<b>Attachment 1</b> Judicial Council List of Projects	Representative list of under and aboveground storage tanks (U/AST(s)) Facility projects.
<b>Attachment 2</b> Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
<b>Attachment 3</b> Standard Agreement - Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign a Judicial Council Standard 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 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 proposal.
<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 proposal.
<b>Attachment 9</b> Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 10</b> Submittal of Questions Form	Complete this form if Proposer wishes to submit questions regarding this RFP.

## 5.0 PAYMENT INFORMATION

5.1 Fee Structure: Fee proposals for the services and work described herein shall be based on the following methods:

- Firm Fixed Prices - Deliverables
- Time and Materials Not to Exceed Basis -- Deliverables
- Time and Materials Not to Exceed Basis – Non-Deliverables
- Hourly Rates Basis

5.2 Proposers are requested to provide all hourly rates, fees, costs or reimbursable expenses to be charged for the services and work under consideration per the deliverables and payment type listed in the table below:

<b>Deliverable</b>	<b>T&amp;M or FFP</b>	<b>Basis for Payment</b>
Underground Storage Tank Compliance Program	Firm Fixed Price per menu item.	Please provide a menu of tests, reports, inspections and training required for on-going UST compliance at each UST facility. Please provide a FFP for each menu "item."
Underground Storage Tank Maintenance Requirements	Firm Fixed Price per menu item.	Please provide a menu of specific maintenance requirements recommended to supplement the compliance program. Please provide a FFP for each menu "item." Please include the costs related to abandonment of a UST and installation of an AST.
Aboveground Storage Tank Compliance Program	Firm Fixed Price per menu item.	Please provide a menu of tests, reports, inspections and training required for on-going AST compliance. Please include SPCC related items on the menu, including plan preparation, annual, and five-year requirements. Please provide a FFP for each menu "item."
Aboveground Storage Tank Maintenance Requirements	Firm Fixed Price per menu item.	Please provide a menu of specific maintenance requirements recommended to supplement the

		compliance program. Please provide a FFP for each menu "item."
<p>Hazardous Material Management</p> <p>Review of existing hazardous material management practices and recommendations on how to improve. This includes storage and labeling practices, training requirements, record keeping, and reporting.</p> <p>Development and delivery of training scenarios, including but not limited to, responding to inspections and responding to a hazardous material/waste scenario.</p> <p>Review changes in compliance requirements and recommend changes required for on-going compliance.</p>	Time & Materials	<p>Please provide titles and hourly rates for staff proposed to review existing hazardous material management program.</p> <p>Please provide titles and hourly rates proposed to develop and deliver training scenarios.</p> <p>Please provide titles and hourly rates proposed to maintain compliance.</p>
Hazardous Material Management: On-site hazardous material management "audits."	Firm Fixed Price	Please provide a firm fixed price for on-site hazardous material "audits." The firm fixed price should be per facility.
Hazardous Waste Disposal Fees	Firm Fixed Price	Please include any hazardous waste disposal fees <i>related to on-going compliance activities only</i> .

5.3 Payment terms will be specified in the Standard 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 Standard Agreement between the Judicial Council and the selected Proposer(s).

5.4 Expenses, including travel expenses, are reimbursable at the sole discretion of the Judicial Council, and in accordance with the Standard Agreement and the Judicial Council Travel and Living Expense Guidelines.



- 5.5 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 Standard Agreement.

## 6.0 PRE-PROPOSAL CONFERENCE

- 6.1 The Judicial Council will not be holding a pre-proposal conference and on-site walk through at the Judicial Council's offices.

## 7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal 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 and requirements, and completeness and clarity of content.
- 7.2 The Proposer must submit its proposal in two parts; the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and three (3) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - b. The Proposer must submit **one (1) original and three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - c. The Proposer must submit the entire proposal, including the Payee Data Record form (Attachment 5), **in electronic format compatible with PC (i.e. Compact Disk, USB flash drive, etc.), in both Adobe PDF, Word formats, and/or Excel, if applicable.**
- 7.3 Proposals must be delivered by the date and time listed on the cover page and the Timeline of this RFP to:

Judicial Council of California  
Attn: Robin Parker, **REFM-2016-14-RP**  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

- 7.4 Late proposals will not be accepted. Any submittals received after the deadline will be rejected without review.
- 7.5 Incomplete submittals may be rejected without review.
- 7.6 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.
- 7.7 Questions. Proposers may submit request for clarifications, modifications or questions to the Judicial Council via e-mail to [Solicitations@jud.ca.gov](mailto:Solicitations@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 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.
  - a. Cover Letter: A cover letter, signed by an authorized representative of the prospective Proposer(s), shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing firm. In addition, the cover letter shall include the 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. 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. **Cover letter to be no more than one (1) page.**
  - b. 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. **Each resume to not be less than one (1) page, but no more than five (5) pages maximum.**

- c. Names, addresses, and telephone numbers of a minimum of four (4) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer. Please ensure contact information for all references is up-to-date. **References to be no more than one (1) page.**
- d. Proposed method to complete the work. Please describe your proposed method to complete the work of each line item below (i-vi). Please do not include marketing information here. The Judicial Council will use this section to determine if you have the technical expertise to complete the required tasks; therefore precise descriptions and brevity are encouraged. **Maximum of ten (10) pages.**
- i. **Underground Storage Tank Compliance Program**  
Please list and briefly describe all the tests, reports, inspections, and training *required* for an on-going UST compliance program. This includes any evaluation needed for recent rule changes and future compliance issues.
- ii. **Underground Storage Tank Maintenance Program**  
Please list and briefly describe all the non-compliance UST maintenance activities recommended for proper, long-term maintenance.
- iii. **Aboveground Storage Tank Compliance Program**  
Please list and briefly describe all the tests, reports, inspections, and training *required* for on-going AST compliance program. This includes any evaluation needed for recent rule changes and future compliance issues.
- iv. **Aboveground Storage Tank Maintenance Program**  
Please list and briefly describe all the non-compliance AST maintenance activities recommended for proper, long-term maintenance.
- v. **Hazardous Material Management**
- Please list steps related to the review of existing hazardous material management practices and recommendations on how to improve. Please identify key practices and policies to be reviewed.
  - Please describe proposed method for completing on-site hazardous material management “audits.”
  - Please describe proposed method for the development and delivery of training scenarios.
- vi. **Hazardous Waste Management**

- Please list steps related to the review of existing manifest program, including identification of process improvements, compliance gaps, and recommendations for how to improve process, tracking and reporting.
  - Please identify recommended 24-hour emergency hotline for hazardous waste emergencies.
  - Please describe availability and methods of communication for on-call technical services related to hazardous waste disposal and emergencies.
- e. 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.
  - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
- f. Certifications, Attachments, and other requirements.
- i. The Proposer must complete the General Certifications Form (Attachment 8) and submit the completed form with its proposal.
  - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 9) and submit the completed certification with its proposal.
  - iii. 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.

- iv. Copies of the Proposer's (and any Subcontractors') current business licenses, professional certifications, or other credentials.

8.2 **Cost Proposal.** The following information must be included in the cost proposal.

- i. A detailed line item budget showing total cost of the proposed services. Please see Section 5.0 – Payment Information in this RFP for how to breakdown the Cost Proposal.
- ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- iii. A "not to exceed" total for all work and expenses payable under the contract, if awarded.

**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. 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 at <http://www.courts.ca.gov/>.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality and Completeness of work plan submitted</i>	15
<i>Experience on similar assignments</i>	20

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Cost</i>	50
<i>Credentials of staff to be assigned to the project</i>	10
<i>Acceptance of the Terms and Conditions</i>	5

### 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 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 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 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. 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 Standard Agreement. A typical Judicial Council Standard Agreement is included as Attachment 3 to this RFP.
- 13.2 The Judicial Council reserves the right to modify or update the Standard Agreement in the interest of the Judicial Council, in whole or in part at any time up to the 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 Standard Agreement, and b) it has no objection to the Standard 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 Consulting Services agreement 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 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 Standard Agreement. Any changes or modifications to the Standard Agreement, or 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, per the tasks described in this solicitation. Expenses, including travel expenses, will be reimbursed pursuant to the terms and conditions of the Standard Agreement.
- 13.10 Prevailing Wages. All Proposer(s) and 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 Standard 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 ([www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is October 12, 2016, 2:00 p.m. Pacific Time. Protests must be sent to:

Judicial Council – Branch Accounting and Procurement  
ATTN: Manager, Contracts, **RFP# REFM-2016-11-RP**  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102