

# **Request for Proposals (RFP) for Indefinite Delivery/Indefinite Quantity (ID/IQ) Technical Assistance for Energy Efficiency and Sustainability Program**

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**The Judicial Council of California seeks to identify a number of firms qualified to provide Technical Assistance services for the Energy Efficiency and Sustainability Program between July 1, 2023, and June 30, 2028, with possible extensions to June 30, 2031, and June 30, 2034.**

**PROPOSALS DUE: TUESDAY, APRIL 20, 2023  
NO LATER THAN 3:00 PM PACIFIC STANDARD TIME (PST)**

**RFP NUMBER: RFP-FS-2022-09-XC**



**JUDICIAL COUNCIL  
OF CALIFORNIA**

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**ADMINISTRATIVE DIVISION  
FACILITIES SERVICES**

**Date**

February 15, 2023

**Action Requested**

Submit Proposals

**To**

Technical Consulting Firms

**Deadline**

April 20, 2023 by 3:00pm PST

**From**

Judicial Council of California

**Contact**[FS202209XC.COST@JUD.CA.GOV](mailto:FS202209XC.COST@JUD.CA.GOV)**Project Title**

RFP Number: RFP-FS-2022-09-XC  
 ID/IQ Technical Assistance for Energy  
 Efficiency and Sustainability Program

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**RFP TABLE OF CONTENTS:**

- 1.0 Introduction
- 2.0 Purpose of This RFP
- 3.0 Scope of Services
- 4.0 Service Coverage Indication
- 5.0 Responding to This RFP
- 6.0 Proposal Content
- 7.0 Selection Process
- 8.0 Evaluation of Proposals
- 9.0 Projected Timeline
- 10.0 Contract Terms
- 11.0 DVBE Incentive
- 12.0 Confidential or Proprietary Information
- 13.0 Administrative Rules Governing RFP
- 14.0 Protests

**RFP ATTACHMENTS:**

- Attachment A. Administrative Rules
- Attachment B. Qualification Questionnaire Form
- Attachment C. Acceptance of Terms and Conditions Form
- Attachment D. Consultant Personnel Billing Rate
- Attachment E. Standard Agreement (Sample)
- Attachment F. Questions and Answers Form
- Attachment G. Payee Data Record
- Attachment H. Supplemental Payee Data Record
- Attachment I. General Certification Form
- Attachment J. Bidder Declaration
- Attachment K. DVBE Declaration Form
- Attachment L. Unruh Form
- Attachment M. Darfur Form
- Attachment N. Iran Contracting Act Form
- Attachment O. Service Coverage Indication

## 1 INTRODUCTION

The judicial branch of California is a part of California government, independent from the executive and legislative branches, and includes the Superior and Appellate Courts of California, including the Supreme Court. A part of the judicial branch is the Judicial Council, chaired by the Chief Justice of California. The Judicial Council is the primary policy making body of the California judicial system. The Judicial Council of California (“**Judicial Council**”) is the staff agency of the Judicial Council.

The Judicial Council’s Program Accountability, Sustainability Unit (“SU”) is responsible for a statewide initiative for the development and implementation of the Judicial Council’s Energy Efficiency and Sustainability Program.

## 2 PURPOSE OF THIS RFP

2.1 **Consultants.** The Judicial Council seeks proposals from technical consulting firms with qualified, properly licensed Consultants with expertise and technical qualifications to provide technical consulting for the Energy Efficiency and Sustainability Program. The Judicial Council shall award up to ten contracts (10) to qualified consulting firms, with no less than one (1) contract awarded for the five (5) service categories identified in Attachment D, Consultant Personnel Billing Rates and Attachment O, Service Coverage Indication.

2.2 Firms will be evaluated and selected to provide services throughout the State.

2.3 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.

2.4 Prospective firms who submit bids in response to this RFP will be referred to as “**Consultant**” or “**Consultants.**” Consultant or Consultants will be evaluated and selected to provide services throughout the State.

2.5 **ID/IQ Contracts.** Multiple Consultants will be selected to enter into ID/IQ contracts with the Judicial Council to perform technical consulting services for the Energy Efficiency and Sustainability Program. Those Consultants may be assigned various projects and tasks, as may arise, based on the location and nature of the services required and the qualifications and resources of the Consultants (each a “**Project**”). Because the scope and number of Projects and tasks are unknown at the time of contract execution, the contracts are known as ID/IQ contracts. The initial term of the ID/IQ contracts for these Projects will be for five (5) years.

2.5.1 Posted with this RFP is the Judicial Council’s form of Standard Agreement, attached hereto and incorporated herein as **Attachment D**, including the indemnification provision that the Judicial Council will include in that agreement, which the Judicial Council will utilize for the requested services. In accordance with the Judicial Council’s Administrative Rules Governing Requests for Proposals, attached hereto and incorporated herein as **Attachment A**, please

indicate in Consultant's Proposal if it has any comments or objections to the form of agreement.

**PLEASE NOTE:** the Judicial Council reserves the right in its sole discretion to reject any proposed changes or modifications to the form of Standard Agreement, and, in any event, does not intend to consider any substantive changes to the form of Standard Agreement unless they are submitted with the Consultant's Proposal pursuant to the instructions in this RFP. In the event that a Consultant is awarded a contract under this RFP and refuses to execute that contract unless or without requested changes or modifications are made thereto, the Judicial Council may revoke said award to the Consultant of the Services under this RFP. See section 6.1.9, Acceptance of Terms and Conditions, and section I, Execution of Contracts, of **Attachment A** of this RFP for further information and direction.

- 2.6 **Licensing.** All Consultants, and sub-Consultant(s), employees, or agents thereof, performing work under agreements awarded under this RFP must have, at the time of proposal and at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being performed, satisfactory evidence of which may be requested by the Judicial Council at any time. All Consultant firms to be awarded a contract under this RFP must itself be a duly licensed architect, mechanical engineer, and/or construction manager with a Class-B General Building Consultant's license, as applicable, in California. The Consultant must ensure that the work will at all times be performed either by an appropriately licensed individual or, when legally permissible, under the direct supervision of an appropriately licensed individual.
- 2.7 **Subsequent Project Proposals.** Consultants may be asked to provide proposals on some Projects ("**Project Proposal(s)**"), but may not be asked to provide Project Proposals on other Projects or none at all. The Judicial Council, at its sole discretion, may choose to issue work assigning Projects according to each Consultant's qualifications with the intent to issue Projects based on prior Project performance. In some cases, more than one Consultant will be asked to provide Project Proposals for the same Project. The Judicial Council will award Consultants specific Projects and make efforts to award the work to each of the Consultants based on their Project Proposals, specific expertise, knowledge of and involvement with specific systems and/or facilities, prior performance on the contract, and other factors that the Judicial Council may deem pertinent for the work.
- 2.8 **Consultant Performance Management.** The Judicial Council may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Consultant's performance for quality assurance, safety, duration of the Project, Judicial Council satisfaction, and other relevant factors. The Judicial Council, at its sole discretion, may not offer subsequent Projects to and/or may terminate an agreement with any Consultants who do not meet minimum performance benchmarks specified in their Business Performance Review.
- 2.9 **No Follow-On Contracting.** For any Project that a Consultant is providing consulting services pursuant to an agreement awarded by this RFP, the Consultant is prohibited from

also providing construction or subsequent consulting services under any separate contract or agreement the Consultant may have with the Judicial Council when such services are required, suggested, or otherwise deemed appropriate in any end products resulting from the agreement awarded by this RFP. This prohibition shall extend to Consultants' sub-Consultants whose services amount to more than ten percent (10%) of the monetary value of the Consultant's agreement awarded by this RFP.

2.10 **Sole Means.** This RFP is the sole means for prospective Consultants to submit their qualifications to the Judicial Council for these services, as described above.

### 3 SCOPE OF SERVICES

The selected Consultant(s) will provide technical consulting services and assistance to implement the Judicial Council's Energy Efficiency and Sustainability Program. Contract(s) awarded under this RFP are not for the provision of labor or construction services or for a "public works" project under Labor Code section 1720.

The scope of services includes, but is not limited to the following categories:

- 3.1 Organization and analysis of utility data;
- 3.2 Analysis of existing utility rates;
- 3.3 Identification and assisting with implementation of energy efficiency measures at Judicial Council owned and/or managed courthouse facilities;
- 3.4 Development of scope of work for future RFPs;
- 3.5 Evaluation of proposals received;
- 3.6 Identification and evaluation of on-site self-generation options;
- 3.7 Development of policy to support long-term sustainability of courthouse facilities;
- 3.8 Assistance with utility rebate applications;
- 3.9 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.
- 3.10 Water Efficiency and Conservation Consulting Services;
- 3.11 Measurement and Verification services for energy and water conservation projects;
- 3.12 Utility Procurement Consulting;
- 3.13 Greenhouse Gas Inventory data management and third-party verification services;
- 3.14 Renewable Energy generation systems consulting services;
- 3.15 Waste Management consulting (diversion via recycling, composting, waste minimization);
- 3.16 Distributed energy resources consulting services, including microgrids;
- 3.17 Grid-interactivity consulting services;
- 3.18 Zero Emission Vehicle and Electric Vehicle Infrastructure consulting services;
- 3.19 Climate Change Adaptation/Resiliency consulting;
- 3.20 Geographic Information Systems (GIS) consulting;
- 3.21 Green operations consulting;
- 3.22 Building Automation Systems consulting;
- 3.23 Embodied Carbon/Energy consulting;
- 3.24 Lifecycle Cost Analysis consulting; and
- 3.25 Certification support services including, but not limited to those listed in Exhibit O, Service Coverage Indication.

#### 4 SERVICES COVERAGE INDICATION

Consultant(s) shall submit with their Non-Cost Proposal a completed Exhibit O, Service Coverage Indication.

#### 5 RESPONDING TO THIS RFP

- 5.1 Responsive Proposals will provide straightforward, concise information that satisfies all requirements specified. Please only submit documentation which has been specified in this RFP. Materials sent which fall outside of that specified within this RFP may not be considered in proposal scoring.

Consultants must check the Judicial Council's Bidders/Solicitation website at <http://www.courts.ca.gov/rfps.htm> for subsequent notices and announcements; the Judicial Council will not address individual parties directly during this RFP's solicitation period.

- 5.2 A pre-proposal conference call will be held to answer questions with regards to this RFP. This conference call is not mandatory to submit a Proposal. The pre-proposal conference call will be held remotely via phone. The exact date, time, and call-in number are listed in the below Project Timeline in section 9 of this RFP, which may be subsequently revised or updated on the Judicial Council website for this solicitation at: <http://www.courts.ca.gov/rfps.htm>.

- 5.3 **Proposal Format.** The Judicial Council will only accept proposals in an electronic format. See section 5.4 below for instructions on submitting proposals electronically. The Consultant must submit its proposal in two parts, the non-cost (technical) portion and the cost portion.

5.3.1 **NON-COST PROPOSAL:** The Consultant must submit one (1) electronic file of the non-cost proposal using PDF or Word format. The non-cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the cost portion. The Consultant must include the RFP number and 'technical' in the name of the electronic file.

5.3.2 **COST PROPOSAL:** The Consultant must submit one (1) electronic file of the cost proposal using PDF, Word, or an Excel format. The cost portion of the proposal must be submitted to the Judicial Council in an electronic file, separate from the non-cost portion. The Consultant must include the RFP number and 'cost' in the name of the electronic file.

- 5.4 **Method of Submission.** Only electronically submitted proposals will be accepted. Proposals must be delivered by the date and time listed on the coversheet of this RFP but

no more than three (3) days in advance of the proposal due date to the following email addresses:

For Non-Cost Proposal email to: [FS202209XC.SOQ@jud.ca.gov](mailto:FS202209XC.SOQ@jud.ca.gov)

For Cost Proposal email to: [FS202209XC.COST@jud.ca.gov](mailto:FS202209XC.COST@jud.ca.gov)

*Note: Indicate the RFP number and name of Consultant's organization in the subject line of the email.*

- 5.5 The Judicial Council does not issue communications confirming its receipt of Proposals and participants are asked to refrain from such requests.
- 5.6 **Submission Timelines.** The due date and time for submission of Proposals can be found in the most recent version of the RFP schedule posted to the California Courts' website (<http://www.courts.ca.gov/rfps.htm>) at which this RFP is posted. Please keep abreast of changes to the RFP schedule by monitoring the website throughout the duration of the proposal, evaluation, and award processes. Late proposals will not be accepted.

## 6 PROPOSAL CONTENT

- 6.1 **Non-Cost Proposal Format.** The following information must be included in the non-cost proposal. A proposal lacking any of the following information may be deemed non-responsive. Proposals should include all of, and be bookmarked and numbered according to, the following sections:
- 6.1.1 **Cover Letter:** A cover letter, signed by an authorized representative of your organization, that provides the exact business name under which you propose to conduct business with the Judicial Council, and your address, telephone number, email address, and federal tax identification number. The cover letter must state that the Master Agreement posted with this RFP is completely acceptable to the Consultant as posted except as otherwise specifically indicated, pursuant to section 6.1.9, Acceptance of the Terms and Conditions, of this RFP.
- 6.1.2 **Table of Contents:** A table of contents of the material contained in the Proposal should follow the cover letter, which should list the Qualification Questionnaire and Attachment Forms as well.
- 6.1.3 **Executive Summary:** The executive summary should contain a brief summary of Consultant's qualifications.
- 6.1.4 **Qualification Questionnaire:** All Consultants submitting a Proposal shall also submit a completed Qualification Questionnaire with its Proposal, the form of which is attached hereto as **Attachment B**.

6.1.4.1 Consultants must update their Qualification Questionnaire if Consultant's status or information changes at any point during this solicitation.

6.1.4.2 A Consultant's Proposal may be deemed nonresponsive if, without limitation, the Consultant's Qualification Questionnaire is not submitted with its Proposal, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind the Consultant, is not updated as required, or is misleading or inaccurate in any material manner (e.g., financial resources are overstated, previous violations of law are not accurately reported, etc.).

**6.1.5 Consultant Information:**

6.1.5.1 Provide a brief history of Consultant, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

6.1.5.2 Provide Consultant's current email address, address, telephone numbers, and federal tax identification number. Note that if the Consultant is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

6.1.5.3 Provide a statement of Consultant's financial resources and insurance coverage. Include a certification of correctness of Consultant's statement of financial resources.

6.1.5.4 Provide a statement of ALL claim(s) filed against Consultant in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).

6.1.6 **Additional Data:** Provide additional information about the Consultant as it may relate to Consultant's Proposal. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Judicial Council in understanding Consultant's qualifications and expertise.

6.1.7 **Statement of Services:** Prepare a detailed Statement of Services for which Consultant is submitting its Proposal, and briefly demonstrating Consultant's understanding of the Services and work required (see section 3, Scope of Services, for reference), experience of the firm in relation to the scope of potential work, and quality of service provided to customers in the past on public agency buildings, courthouse projects, or projects of similar complexity. Include copies of the Consultant's (and any sub-Consultants') current California Department of



Industrial Relations (DIR) Registration, professional certifications, or other credentials.

6.1.8 **Scored Components:** The following sections will be evaluated according to the format outlined in section 9, Evaluation of Proposals:

6.1.8.1 **Project Team Expertise:**

6.1.8.1.1 Identify the key personnel that Consultant would assign to the Project(s), including their roles. For each, describe his or her experience with providing technical assistance for energy and sustainability programs, including identifying the five (5) most recent of those projects. List license numbers and dates issued. Include an organizational chart indicating all personnel and their positions. Sub-Consultants may be proposed as part of the team in addition to employees.

6.1.8.1.2 Include resumes of key personnel who may be performing the Services for the Judicial Council. Specifically, define the role of each person and outline that person's individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the Judicial Council. Indicate Consultant's and personnel's availability to provide the Services.

6.1.8.1.3 Include copies of current professional certification(s) or other relevant credentials.

6.1.8.2 **Consultant's Prior Relevant Experience:**

6.1.8.2.1 Describe Consultant's experience with the same or similar services as those required through this RFP, including the project names, locations, owner names, general descriptions, lists of firms involved, Consultant's role, and complete scopes of services provided. Describe the Consultant and sub-Consultant relationships for each project.

6.1.8.2.2 Provide a list of ALL California public entities for which Consultant has provided the same or similar Services to in the past seven (7) years. Limit your response to no more than the five (5) most recent public entities. Include the names of the entity, a description of services provided, and the name of the contact person and telephone number at the

entity. Also, indicate the Consultant's personnel that performed services for each entity.

6.1.8.3 **Approach:** Provide Consultant's philosophy and approach to project management and delivering technical assistance to energy or sustainability programs and projects. Using the equivalent scope and budget for three (3) recent projects of your choice; as associated with your firm's key personnel identified in your response to the requirements in 6.1.8.1 "Project Team Expertise"; provide a detailed narrative on how your firm would deliver the equivalent scope of services for the Judicial Council. Your response should address the following:

6.1.8.3.1 *Methodology:* A description of the methodology that the consulting firm will use to approach each project. This should include an explanation of any frameworks, models, or tools that your firm plans to use.

6.1.8.3.2 *Team Structure:* A description of the team structure that the consulting firm plans to implement for each project, including the roles and responsibilities of each team member.

6.1.8.3.3 *Deliverables:* A clear and concise outline of the deliverables that your firm will produce for each project, along with timelines for delivery.

6.1.8.3.4 *Communication Plan:* A communication plan that outlines how your firm will keep the Judicial Council team informed throughout the project. This should include regular progress updates, meetings, and reports.

6.1.8.3.5 *Risk Management:* A risk management plan that outlines how the consulting firm will identify, assess, and mitigate risks throughout the project.

6.1.8.4 **Reference Evaluation:** Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Consultant has conducted similar services in the last three (3) years. The Judicial Council will contact the references listed by the Consultant.

6.1.8.5 **DVBE Incentive:** If Consultant intends to seek the Disabled Veteran Business Enterprise (DVBE) incentive pursuant to section 11 of this RFP, Consultant must provide with its Proposal proof of its DVBE Certification including, without limitation, a copy of Consultant's DVBE certification approval letter, Consultant's Department of General Services (DGS) Supplier ID Number, active dates of Consultant's DVBE Certification, and a signed certification of its status by Consultant's disabled veteran owners and managers.

**6.1.9 Acceptance of Terms and Conditions Form, Attachment C:**

6.1.9.1 On **Attachment C**, a file separately posted to the website posting of this RFP, the Consultant must check the appropriate box and sign the form. If the Consultant marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.

6.1.9.2 If exceptions are identified, the Consultant must also submit (i) a red-lined version of the Terms and Conditions in Word format that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change that clearly identifies the benefit to the Judicial Council from the proposed exception.

6.1.9.3 Any material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the Terms and Conditions shall be a negative factor in the evaluation.

**6.1.10 Sample Reports.** Submit a minimum of five (5) complete Reports conducted by Consultant within the last seven (7) years. These reports must be from distinct projects of the same or similar services to those required through this RFP. Sensitive information in sample reports may be redacted, as appropriate.

**6.1.11 Payee Data Record, Attachment G** This form must be completed in the exact name of the business entity under which you propose to do business with the Judicial Council. The Payee Data Record Supplement (**Attachment H, STD 205**) is optional (only if remittance address information is different than the mailing address on the STD 204, for multiple remittance addresses, or additional Authorized Representatives of the Payee not identified on the STD 204).

**6.1.12 Delinquent Taxpayer Status:** Provide a written and certified document identifying whether or not the Prime Consultant (or Prime Consultants if a joint venture) organization is listed on either or both of the following lists; if listed on either or both lists, also provide an explanation.

6.1.12.1 State of California Franchise Tax Board’s “Top 500 Delinquent Taxpayers” (available at <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html>); and/or;

6.1.12.2 California Department of Tax and Fee Administration’s “Top 500 Sales & Use Tax Delinquencies in California” (available at <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>)

**6.1.13 Conflicts of Interest:** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Project, or the Judicial Council that may have a potential to conflict with Consultant’s ability to provide the Services described herein to the Judicial

Council. Consultants cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the Project to which the Consultant may provide Services. The Consultant selected to provide the Services and any subsidiary, parent, holding company, or affiliate of the selected Consultant may not perform any construction work or submit a bid for the Project.

**6.1.14 Other Required Materials:** If Consultant is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Consultant is in good standing in California. If Consultant is a foreign corporation, LLC, LP, or LLP, and Consultant conducts or will conduct (if awarded the contract) intrastate business in California, proof that Consultant is qualified to do business and in good standing in California. If Consultant is a foreign corporation, LLC, LP, or LLP, and Consultant does not (and will not if awarded the contract) conduct intrastate business in California, proof that Consultant is in good standing in its home jurisdiction.

**6.2 Cost Proposal, Attachment D.** Provide the hourly rates Consultant proposes to charge for all services utilizing **Attachment D** to this RFP with the Proposal. Billing rates must be fully loaded and include Overhead and Profit. Billing rates must include any escalation anticipated by Consultant during the entire duration of any resulting Master Agreement. All other services not included herein shall be negotiable as required.

## 7 SELECTION PROCESS

**7.1 Shortlist.** An evaluation panel composed of predominantly Judicial Council staff will review and score the Proposals, based on the qualifications-based selection criteria given in this RFP, and establish a shortlist of the highest scoring Proposals. Judicial Council will post the shortlist on the website publishing this RFP.

**7.2 Interviews.** The Judicial Council may, at its discretion, hold interviews of the Consultants that have been shortlisted. Consultants on the shortlist will be notified of their interview time and place. Interviews are expected to be held remotely via Microsoft Teams video call. If the Judicial Council chooses not to hold interviews, the names of the selected Consultants will be posted on the website posting for this RFP.

~~7.3~~ **Reference Checks.** The Judicial Council will contact three (3) references of the interviewed Consultants identified in the Consultant References section of the Qualification Questionnaire to conduct a customer satisfaction survey of recently completed projects. Responding clients will be asked to score the following: Consultant’s quality of work, scheduling practices, project and sub-Consultant management, working relationships, and paperwork processing. Reference responses will be scored on a scale of one to five, with one being unsatisfactory and five being excellent. Reference evaluation forms will be totaled and be applied as indicated in section 9, Evaluation of Proposals, of this RFP.

- 7.4 **Final Rankings.** After the interviews, if any, the ranking of the Consultants according to the cost-based selection criteria (Cost Proposal) will be adjusted and the highest-scoring Consultants will be contacted regarding contract execution. The names of the selected Consultants will be posted on the website posting for this RFP (<http://www.courts.ca.gov/rfps.htm>). The selected Consultants will then be contacted regarding contract execution.
- 7.5 At any time, Judicial Council may contact previous clients and owners to verify the experience and performance of the prospective Consultant, their key personnel, and their sub-Consultants.
- 7.6 **Submission of Questions.** The Judicial Council will answer questions submitted by Consultants pertaining to this RFP. All questions must be submitted by completing **Attachment F**, Form for Submission of Questions. All questions must be submitted to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) by the date identified in the Projected Timeline in section 9, of this RFP.

## 8 EVALUATION OF PROPOSALS

- 8.1 Proposals will be evaluated on the basis of qualifications and hourly rates. The Judicial Council will evaluate and score the submitted Proposal according to the following criteria and with the following weights:

Points	Criteria	100 points maximum
20	<b>1. Project Team Expertise</b>	Project team's demonstrated experience with providing technical assistance services for energy and sustainability programs, including roles, individual experience and responsibilities, and demonstrated ability to work with Judicial Council staff in performing the Services.
25	<b>2. Consultant's Prior Relevant Experience</b>	Past seven (7) years of Consultant's relevant experience providing technical assistance to energy and sustainability programs.
20	<b>3. Approach</b>	Consultant's approach towards providing technical assistance to energy and sustainability programs.

Points	Criteria	100 points maximum
5	<b>4. Reference Evaluation</b> The Judicial Council will contact three (3) references provided by the Consultant to evaluate previous client satisfaction. See section 5.3, Reference Checks, of this RFP for additional details.	
5	<b>5. DVBE Incentive</b> Consultant will receive the DVBE incentive upon certification of its status as a DVBE, pursuant to section 11 of this RFP; note that the DVBE incentive will only be awarded if the Consultant itself is a DVBE.	
25	<b>6. Hourly Rates</b> Hourly rates for the Consultant services requested by this RFP, as provided in Consultant's Cost Proposal, <b>Attachment D</b>	

## 9 PROJECTED TIMELINE

The Judicial Council has developed the following list of key events from RFP issuance through performance start date. All deadlines are subject to change at the Judicial Council's discretion.

No.	Event	Key Date
1	RFP issued	Wednesday, February 15, 2023
2	Non-Mandatory Pre-Proposal Conference via Microsoft Teams: <b>Join on your computer, mobile app or room device</b> Meeting ID: 256 666 762 230 Passcode: Jawzpm <b>Join with a video conferencing device</b> <a href="mailto:178332609@teams.bjn.vc">178332609@teams.bjn.vc</a> Video Conference ID: 112 455 536 0 <b>Or call in (audio only)</b> +1 415-906-0569,,779848409# United States, San Francisco Phone Conference ID: 779 848 409#	Thursday, March 9, 2023 at 10:00 AM PST
3	Deadline for Submission of Questions	Thursday, March 23, 2023 by 3:00 PM PST
4	Questions and Answers posted	Thursday, April 6, 2023
5	Proposal due date	Thursday, April 20, 2023 by 3:00 PM PST
6	Notification of Interviews (estimate only)	Thursday, May 4, 2023
7	Anticipated interview dates (estimate only)	Thursday, May 11, 2023
8	Notice of Intent to Award (estimate only)	Thursday, June 1, 2023
9	Execute Agreement (estimate only)	Thursday, July 27, 2023
10	Contract start date (estimate only)	Thursday, July 27, 2023

## 10 CONTRACT TERMS

- 10.1 Before the Proposal due date and time listed in the Projected Timeline section of this RFP, the Judicial Council may cancel the RFP for any or no reason. After the Proposal due date and time listed in the Timeline section of this RFP, the Judicial Council may reject all Proposals and cancel the RFP if the Judicial Council determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Judicial Council.
- 10.2 If a contract will be awarded, the Judicial Council will post an intent to award notice at <https://www.courts.ca.gov/rfps.htm>
- 10.3 All submitted Proposals shall constitute and be an irrevocable offer by the Consultant that is valid for ninety (90) days following the Proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Consultants. The Judicial Council may release all offers not selected under this RFP upon issuance of a Notice of Intent to Award.
- 10.4 Contracts with successful firms will be formed according to the Judicial Council Master Agreement form posted with this RFP. The initial term of this contract will be for five (5) years, which is estimated to commence on or about July 1, 2023. Two (2) subsequent three (3)-year extensions may be offered at the discretion of the Judicial Council. Note that during subsequent terms, if any, rates may be adjusted based on the California Bureau of Labor Statistics' Consumer Price Index increase for the preceding twelve (12) months prior to the increase becoming effective at the sole discretion of Judicial Council. No other form of rate increase requests will be entertained.
- 10.5 In submitting a Proposal under this RFP, the prospective Consultant must affirm that it has no objections to the use of the Master Agreement as provided, pursuant to this RFP.
- 10.6 If a satisfactory contractual agreement has not been signed within thirty (30) calendar days of provision of a contract draft, the Judicial Council reserves the right to terminate the award.
- 10.7 Consultants selected under this RFP will not be precluded from consideration nor given special status in any future requests for proposals issued by the Judicial Council.
- 10.8 A Consultant may be disqualified at any time for failure to meet minimum requirements, including, but not limited to, required licenses, certifications, current registration with Department of Industrial Relations, etc., regardless of overall scoring.
- 10.9 **Provision of the Work.** Work shall be provided in accordance with Service Work Orders to be issued by the Judicial Council under the Master Agreement resulting from this procurement, and shall be subject to the provisions of the Master Agreement

accompanying this RFP, including any additional provisions specified in the Service Work Orders with regard to schedule, key personnel, and sub-Consultants.

- 10.10 **Compensation.** The method of compensation will vary on a Project-by-Project basis. See the Master Agreement posted with this RFP for details.
- 10.11 **Allowable Expenses.** Consultant may submit for reimbursement, without mark-up, only the following categories of expense:
- 10.11.1 Preauthorized Travel and Living Expenses for travel to an offsite location exceeding a two hundred (200) mile radius from either the Consultant's designated office or the Project site.
  - 10.11.2 Reimbursable expenses subject to written preauthorization and approval by the Judicial Council Project Manager or designee.
- 10.12 **Compensation for Travel and Living Expenses.** Reimbursement for Travel and Living Expenses is subject to the provisions given below.
- 10.12.1 If travel expenses are allowed under section 10.11 above: (i) all travel is subject to written preauthorization and approval by the Judicial Council Project Manager or designee, and (ii) all travel expenses are limited to the lower of the actual cost or the maximum amounts set forth in the Judicial Council's Travel and Living Expenses Guidelines, given in section 5 of Exhibit C to the Master Agreement.
- 10.12.2 Reimbursement for preauthorized and approved Travel and Living Expenses cannot be used as the basis for any other fee calculations (such as overtime premiums or administrative costs) that may be owed to Consultant.
- 10.12.3 Preauthorization requests and invoices of approved Travel and Living Expenses must be costed out in accordance with the Judicial Council's Travel and Living Expenses Guidelines. When required by law, California Department of Industrial Relations (DIR) travel and subsistence rates may be utilized based upon the worker's specific classification, however, the Judicial Council's preauthorization and invoice requirements still apply.
- 10.13 **Compensation for Overtime and Minimum Shift Duration.** Except as set forth in this section, no overtime or minimum shift duration shall be reimbursed by the Council. Notwithstanding the preceding, the Judicial Council will pay overtime and minimum shift duration for those workers who are subject to the Prevailing Wage Laws to the extent that those workers are entitled to overtime and minimum shift duration pursuant to the Prevailing Wage Laws.
- 10.13.1 Overtime. All overtime shall be pre-approved in writing by the Judicial Council Project Manager or designee. Unapproved overtime shall not be compensated.



- 10.14 Consultant shall invoice the Judicial Council once monthly, in arrears, for all Services **actually** provided, all pre-approved Travel and Living Expenses incurred, and all Reimbursable Expenses incurred in the previous month.
- 10.15 The Judicial Council will endeavor to pay invoices within sixty (60) business days after receipt of a correctly formatted, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments.
- 10.16 The Judicial Council may withhold full or partial payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under any resulting Agreement.

## 11 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- 11.1 **DVBE Incentive:** Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

- 11.1.1 Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Consultant will receive a DVBE incentive if, in the Judicial Council's sole determination, Consultant has met all applicable requirements. If Consultant receives the DVBE incentive, a number of points will be added to the score assigned to Consultant's proposal. The number of points that will be added is specified in Section 8, Evaluation of Proposals.

- 11.1.2 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, Consultant may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

- 11.1.3 If Consultant wishes to seek the DVBE incentive:

- 11.1.3.1 Consultant must complete and submit with its proposal the Bidder Declaration (**Attachment J**). Consultant must submit with the Bidder Declaration all materials required in the Bidder Declaration.

- 11.1.3.2 Consultant must submit with its proposal a DVBE Declaration (**Attachment J**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Consultant is itself a DVBE, it must complete and sign the DVBE Declaration. If Consultant will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration.

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

- 11.1.5 The application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 11.2 If Consultant receives the DVBE incentive: (i) Consultant will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Consultant must use any DVBE subcontractor(s) identified in its proposal unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.
- 11.3 If using DVBE subcontractors, the Consultant must complete and return to the Judicial Council a copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Consultant's final invoice to the Judicial Council. If the Consultant fails to do so, the Judicial Council will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Consultant submits a complete and accurate post-contract certification form.
- 11.4 When a Consultant fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Judicial Council shall allow the Consultant 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 Consultant refuses to comply with the certification requirements, the Judicial Council shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

**FRAUDULENT MISREPRESENTATION 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.**

## **12 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 Consultant 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 Consultant 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. Consultants are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

### **13 ADMINISTRATIVE RULES GOVERNING RFP**

13.1 The Judicial Council's Administrative Rules Governing Requests for Proposals applicable to this RFP can be found in **Attachment A**. By virtue of submission of a Proposal, the Consultant agrees to be bound by said Administrative Rules.

13.2 The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFP. One copy of a submitted Proposal will be retained for official files and become a public record.

### **14 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Consultant 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 three (3) days prior to the Proposal Due Date and Time noted in the Projected Timeline of this RFP. Protests must be sent to: [Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov).