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|  | REQUEST FOR PROPOSALS   |
| ***Judicial Council of California*****Regarding:On-Site Catering Sacramento****RFP #OAS-2017-10-LV****PROPOSALS DUE:** **December 5, 2017 no later than 3:00 p.m. Pacific time**  |

**1.0 BACKGROUND INFORMATION**

* 1. The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial branch. The California Constitution directs the JCC to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.
	2. The JCC seeks the services of a person or entity with expertise in the day-to-day business of catering.
	3. As an internal services organization, the Conference Center & Reception Services Unit (located within the Office of Administrative Support) is tasked with placing catering orders in conjunction with meetings taking place in the Sacramento area, most frequently taking place in the conference rooms located within the JCC’s offices at 2850 - 2860 Gateway Oaks Drive, Sacramento. This agreement will also service the occasional catering needs for the Court of Appeal, Third Appellate District, located at 914 Capitol Mall, and 2980 Gateway Oaks Drive, Sacramento, as well as the Office of Governmental Affairs at 520 Capitol Mall. Historically, the JCC has tried to establish an on-going and mutually beneficial relationship with a professional catering company to service these catering needs throughout the year. This is done in an effort to leverage the volume of business into cost savings that would allow the JCC to administer public funds in a sound and fiscally responsible manner.
	4. The JCC seeks to identify and retain a qualified Contractor to prepare, deliver, set-up and tear-down catered meals, in a professional manner with the utmost attention to detail. This RFP is the means for Proposers to submit their qualifications and request selection as a Contractor for these services.
	5. The JCC anticipates awarding a master agreement for an initial 12-month term, with seven (7) additional consecutive one-year option terms for a potential maximum total of eight (8) years. The initial term of the awarded master agreement is anticipated to commence on or about **February 1, 2018** and run for 12 months. The seven (7) consecutive one-year option terms will then run 12-months each, and may only be exercised at the JCC’s sole discretion.
	6. The JCC does not guarantee that the Contractor will receive a specific volume of work, a specific total amount, or a specific order value under the awarded master agreement for these services. Additionally, there will be no limit on the number of orders the JCC may issue under the Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.
	7. Background Information on Historic Catering Needs and Expenditures (not a guarantee of future expenditures):

		1. Fiscal year 2014/2015: $67,570
		2. Fiscal year 2015/2016: $56,706
		3. Fiscal year 2016/2017: $74,442
1. **DESCRIPTION OF SERVICES AND DELIVERABLES**

Meetings are catered in the building on an average of twice (2) per week, which amounts to some weeks having no orders alternated by weeks with multiple orders. Peak numbers of meals served is Tuesday through Friday.  The meals served most often are either some variation of a continental breakfast and/or a morning coffee service and lunch.  Receptions and dinners are rarely served, and would likely take place at an off-site location such as the State Capitol Building and/or The Stanley Mosk Library and Courts Building, located at 914 Capitol Mall.

Daily averages (not a guarantee of future expenditures):  The JCC currently averages between zero (0) and two (2) catering orders per week with the occasional week of (five) 5 or more orders. The average breakfast order is for 43 covers (people) and the average lunch order is for is for 36 covers (people).

* 1. Scope of Services

The Contractor will be asked to provide the JCC with the following work:

* + 1. Order Placement
			1. Catering orders may be placed Monday through Friday until 3:00pm, at least one day prior to the event.
			2. Menu selection changes may be made to a previously placed order up to 24 hours in advance of the event time/date.
			3. Changes in the number of meals specified in an order may be made by 3:00 p.m. on the business day preceding the scheduled delivery without penalty (increase or decrease).
			4. Full cancellation of orders previously placed may be made up to one (1) business day in advance of event time/date, without charge.
			5. Upon receipt of a catering order placement form, the Contractor shall email a sales order to be confirmed by the JCC authorized user before the order is considered authorized.
			6. A set list of authorized JCC personnel that may place catering orders will be provided after the award of the contract. The Contractor will not work with any personnel not on the list, and the JCC will not be financially responsible orders the contractor accepts by non-authorized personnel.
	1. Delivery, Set-up and Pick-up
		1. All orders are to be delivered and set-up by the specified “set-up” time on the catering order placement form provided by the authorized user.
		2. Any orders delivered late by 30 minutes or more will be at no charge to the JCC.

2.2.3 If the Contractor anticipates a late delivery, they will immediately call the JCC representative with an estimated time of arrival.

* + 1. Prior to room set-up, the Contractor will always check in at the Reception desk upon arrival to the JCC, to receive any last minute information or instructions (i.e., room changes).
		2. All catering equipment (serving utensils etc.) must be cleared from the building no earlier than 3:30pm, and no later than 6:00pm on day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place).
		3. All meals must be delivered fully prepared and ready to serve (there are no on-site kitchen facilities).
		4. The contractor will clearly state in their proposal any and all minimum ordering and delivery requirements (e.g. “The minimum order for delivery is $60”.)
	1. Presentation
		1. The display of catered items will be place on JCC provided tables and must include at a minimum all of the following items:
			1. Carafes are used for orange juice service;

2.3.1.2 Linen table clothes are used on buffet surfaces;

2.3.1.3 Professionally printed food labels are used on buffets for indication of coffee type, and vegetarian and gluten-free selections at a minimum.

* 1. Inventory
		1. The Contractor agrees to keep an inventory of a minimum of the following in a supply closet at the JCC:
		2. 50 plates, 100 sets of eating utensils (plastic forks, knives, spoons and paper napkins etc.), and 100 plastic cups, and one (1) air pot at all times.
		3. Supply of seasonings, teas, sweeteners.
		4. Contractor will be responsible for monitoring and replenishing inventory as necessary.
	2. Problem Resolution
		1. The JCC requires direct access to a management representative with the Contractor, in order to gain immediate and accurate information and problem resolution;
		2. The Contractor will ensure prompt problem resolution, with appropriate and concise follow-up to the JCC’s Project Manager.
	3. Unscheduled Visits

		1. The Contractor agrees to periodic unscheduled tours of the catering facility by JCC staff.
	4. Billing
		1. All invoices must be emailed to the JCC’s Project Manager on no less than a weekly basis.
		2. Each individual invoice must include the following information:
		3. Cost per meal;
		4. Number of meals served;
		5. Date of Service;
		6. Name of meeting;
		7. Room name.
		8. Each invoice must have its own specific invoice number for tracking purposes.
		9. Any questions or concerns regarding payment of bills should be directed to the JCC’s Project Manager.
		10. Contractor must provide the JCC with a monthly statement listing all outstanding (unpaid) invoices.

**3.0 TIMELINE FOR THIS RFP**

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

| **EVENT** | **DATE** |
| --- | --- |
| RFP issued**:** | November 9, 2017 |
| Deadline for questions to solicitations@jud.ca.gov | November 16, 2017 |
| Questions and answers posted (*estimate only)* | November 28, 2017 |
| Latest date and time proposal may be submitted  | December 5, 20173:00 PM Pacific Time |
| Anticipated interview dates (*estimate only*) | December 11, 2017 – December 20, 2017 |
| Evaluation of proposals (*estimate only*) | December 21, 2017 – December 29, 2017 |
| Notice of Intent to Award (*estimate only*) | January 9, 2018 |
| Negotiations and execution of contract (*estimate only*) | January 23, 2017 |
| Contract start date (*estimate only*) | February 1, 2018 |
| Contract end date (*estimate only*) | January 31, 2018 |

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

| **ATTACHMENT**  | **DESCRIPTION** |
| --- | --- |
| Attachment 1: Administrative Rules Governing RFPs (Non-IT Services): | These rules govern this solicitation. |
| Attachment 2: JCC Standard Terms and Conditions | If selected, the person or entity submitting a proposal (the “Proposer”) must sign this JCC Standard Form agreement.  |
| Attachment 3: Proposer’s Acceptance of Terms and Conditions | On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**  |
| Attachment 4: General Certifications Form | The Proposer must complete the General Certifications Form and submit the completed form with its proposal. |
| Attachment 5: Darfur Contracting Act Certification | The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 6: Payee Data Record Form | This form contains information the JCC requires in order to process payments and must be submitted with the proposal. |
| Attachment 7: Pricing Form and Menu Examples | Complete this form to propose pricing and three (3) descriptions each of Packaged Menu Items for Breakfast, Lunch and dinner and two (2) descriptions of Coffee Service |
| Attachment 8: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| Attachment 9:DVBE Declaration  | Complete this form only if the Proposer wishes to claim the DVBE inventive associated with this solicitation. |
| Attachment 10:Bidders Declaration  | Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation. |

**5.0 PAYMENT INFORMATION**

Any Orders delivered late by 30 minutes or more will be at no charge to the JCC.

1. **SUBMISSIONS OF PROPOSALS**

Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents,” Section 7, 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.

* 1. The Proposer must submit its proposal in two parts: 1) the *Technical Proposal,* (6.1); and 2) the *Cost Proposal* (6.2).
		1. The Proposer must submit **one (1) original and four (4) copies** of the *Technical Proposal*. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
		2. The Proposer must submit **one (1) original and four (4) 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 JCC 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.
	2. The Proposer must submit an electronic version of the entire proposal on CD-ROM or flash drive. The files contained on the CD-ROM or flash drive should be in PDF, Word, or Excel formats.
	3. Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California

Attn: Solicitations, RFP #OAS-2017-10-LV

455 Golden Gate Avenue, Sixth Floor

San Francisco, CA 94102-3688

* 1. Late proposals will not be accepted.
	2. 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.

**7.0 PROPOSAL CONTENTS**

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

* 1. Technical Proposal.

The following information must be included in the technical proposal.

* + 1. Company Information
			1. Legal name, business address, phone and fax numbers. Proposer’s name, address, telephone and fax numbers, and federal tax identification number (as shown on tax returns. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
			2. Physical location. Provide the physical address of the location where catering service meals will be prepared for delivery.
			3. History. Provide a brief history of your company. Include management philosophy, length of years in the catering business, annual volume of catering business, and industry associations to which your company belongs.
			4. Staffing. Indicate staffing level and an organization chart identifying the members of your team, their roles, responsibilities, lines of authority and knowledge necessary to complete this project.
			5. Key staff resumes. For each key staff member of the Proposer’s catering team: a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.
			6. Designated representative. Name, title, address, telephone number, and email address of the individual who will act as Proposer’s designated representative for purposes of this RFP.
			7. References. Names, addresses, and telephone numbers of a minimum of four (4) clients for whom the Proposer has conducted similar catering services. The JCC may check references listed by Proposer.
		2. Methods and Plans
			1. Method. Describe your proposed method to complete the work including catering order placement & order confirmation methods, as well as your proposed delivery and pick-up procedures. For example:
			2. The Proposer receives an order for catering services from the JCC for an all day, on-site event with 40 attendees. Describe the method you would use to complete the work.
			3. Customer Satisfaction Plan. Describe the plan you will implement to ensure continued customer satisfaction throughout this engagement. Include items such as guarantees, client surveys, problem escalation procedures, and periodic meetings with the JCC Project Manager.
			4. Delivery locations. Indicate your ability/willingness to fulfill catering orders at the following locations: 1) JCC offices at 2860 Gateway Oaks Drive, Sacramento (primary location); 2) The California State Capitol building, 1300 10th St, Sacramento (occasionally); 3) The Stanley Mosk Library and Courts Building, 914 Capitol Mall (occasionally); 4) 2980 Gateway Oaks Drive, Sacramento (occasionally); 5) Office of Governmental Affairs at 520 Capitol Mall (occasionally).
			5. Invoicing process. Describe your proposed invoicing process. Please note that the JCC will make every effort to insure that invoices are paid promptly, but is unable to pay any late fees or interest payments on invoices past due.
			6. Menu options. Submit an assortment of several cold lunch menu options, as well as any hot lunch menu options (desired but not a requirement), several cold breakfast menu options, and coffee service option(s). Menus should be creative and flexible. They should have the potential to rotate every six to 12 months if the JCC so desires. They should be presented in both a la carte and package options for maximum flexibility.
			7. Dietary restrictions. Packaged menu options must include selections that can accommodate dietary restrictions (e.g., diabetic, vegetarian, gluten-free, vegan, nut allergies, etc.).
		3. Pricing.
			1. Package options must be priced no higher than the following price structure:
				1. $8.00 for continental breakfast options;
				2. $2.00 for a.m. coffee service;
				3. $12.00 for lunch options; and
				4. $20.00 for dinner options.
			2. The above price structure must be inclusive of tax and service charge. Though the above pricing structure represents the maximum allowable by the JCC, lower cost options will be viewed favorably for the purposes of this RFP (7.2, Cost Proposal, 7.2.4, Attachment 7, Pricing Form and Menu Examples). Any increase(s) in the California State mandated maximum per person rates that occur subsequent to the execution of the initial term of the Agreement shall be applied to the Contractor’s per person pricing by amendment and the increase(s) will become effective on the date of the next fully executed option term that may only be exercised at the JCC’s sole discretion.
			3. The above pricing includes set-up, use of linen tablecloths, delivery, and pick-up. No other additional charges shall apply.
			4. Package menu selections should include an assortment of beverages. Beverages should not include bottled water.
			5. All baked good items served (with the exception of sliced breads for sandwiches) should be fresh, and not consist of pre-packaged or mass marketed/branded items (e.g., Kirkland brand from Costco).
	1. Cost Proposal.

The following information must be included in the cost proposal:

* + 1. Provide a detailed line item budget showing total cost of the proposed services;
		2. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
		3. A “not to exceed” total for all work and expenses payable under the contract, if awarded.
		4. Attachment 7, *Pricing Form and Menu Examples*. Complete this form to include three descriptive examples each of the packaged menu items specified
	1. Acceptance of the *JCC Master Agreement Terms and Conditions*.

* + 1. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
		2. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
		3. Note: A material exception to a Minimum Term will render a proposal non-responsive. (See Attachment 2, *JCC Standard Terms and Conditions*)
	1. Certifications, Attachments, and other requirements. Proposer must include the following completed forms/documents in its proposal:
		1. Attachment 3, Proposer’s Acceptance of the Terms and Conditions;
		2. Attachment 4, General Certifications Form;
		3. Attachment 5, Darfur Contracting Act Certification Form;
		4. Attachment 6, Payee Data Record Form;
		5. Attachment 7, Pricing Form and Menu Examples;
		6. Attachment 8, Unruh Civil Rights Act and California Fair Employment and Housing Act Certification Form.
		7. If Proposer is a corporation and the contract will be performed within California, proof that Proposer is in good standing and qualified to conduct business in California. The JCC may verify by checking with California’s Office of the Secretary of State;
		8. Copies of current business licenses, professional certifications, or other credentials; and
		9. Proof of financial solvency or stability (e.g., balance sheets and income statements).
		10. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.

**8.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for one hundred and twenty days (120) days following the proposal due date. In the event a final contract has not been awarded within this one hundred and twenty days (120) day period, the JCC reserves the right to negotiate extensions to this 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 JCC reserves the right to negotiate extensions to this period.

**9.0 INTERVIEWS AND MENU TASTING**

9.1 The JCC may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone during the dates in the timeline. If conducted in person, interviews will be held at the JCC’s office in San Francisco. The JCC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JCC will notify eligible Proposers regarding interview arrangements.

9.2 It will be necessary for the **top-ranked proposers**, **only**, to present in person at the JCC, a tasting of several items from the proposed breakfast and lunch menus. Delivery, presentation, and food quality and portion size will be assessed by the project management staff at this time.**1** All expenses associated with this tasting shall be borne by the proposer. The JCC will notify the top-ranked Proposers regarding the tasting arrangements.

**1** Note: Evaluators may request to taste samples of the menu examples described in Attachment 7, *Pricing Form and Menu Examples* (7.2.4)

1. **EVALUATION OF PROPOSALS**
	1. At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.
	2. The JCC 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. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award.

* 1. If a contract will be awarded, the JCC will post an intent to award notice at: <http://www.courts.ca.gov/rfps.htm>
	2. Evaluation Criteria

| **EVALUATION CRITERIA** | **reference** | **maximum number of points** |
| --- | --- | --- |
| Cost  | 7.1.3, Pricing; 7.2, Cost Proposal; 7.2.4, Attachment 7, Pricing Form and Menu Examples | **30** |
| Ability to meet timing and delivery requirements to complete the project, i.e., fulfill catering orders, minimum order requirements, and flexibility | 7.1.1.2, Physical location; 7.1.1.4, Staffing; 7.1.2.1, Method; 7.1.2.3, Customer Satisfaction Plan. | **20** |
| Appealing menu selections  | 7.1.2.6, Menu options; Attachment 7, Pricing Form and Menu Examples | **15** |
| Experience on similar assignments and positive feedback from references  | 7.1.1.4, Staffing; 7.1.1.5, Key staff resumes; 7.1.1.7, References | **10** |
| Compliance with requirements of the RFP and acceptance of *JCC Master Agreement Terms and Conditions*. | 4.0 RFP Attachments;7.1, Technical Proposal; 7.4, Certifications, Attachments, and other requirements;  | **7** |
| Proximity of catering operation relative to the JCC’s building  | 7.1.1.2, Physical location | **5** |
| (“DVBE”) Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers. | 12.0, Disabled Veteran Business Enterprise Participation Goals | **3** |
| Total Evaluation Points | **Total evaluation points is 90 points with 10 points reserved for the interview/tasting.** | **90** |
| **Top-ranked candidates only**: |
| Presentation and Quality of Menu Tasting (to be scheduled)  | 7.1.2.6, Menu options;7.2.4 and Attachment 7, Pricing Form and Menu Examples9, Interviews and Menu Tasting; | **10** |

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

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

If a contract will be awarded, the JBE will post an intent to award notice at www.courts.ca.gov/rfps.htm.

**11.0 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 JCC 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 JCC’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.

**12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

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

12.2 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. The number of points that will be added is specified in Section 11 above.

12.3 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”).

12.4 If Proposer wishes to seek the DVBE incentive:

Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

12.5 Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 9). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

12.6 Failure to complete and submit these forms as required will result in Proposer 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 Proposer not receiving the DVBE incentive.

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

12.8 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the 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.

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

**13.0 PROTESTs**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *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 JCC to receive a solicitation specifications protest is the proposal due date set forth in Section 3.0, Timeline for this RFP. Protests must be sent to:

Judicial Council of California

Branch Accounting and Procurement

ATTN: Protest Hearing Officer

455 Golden Gate Avenue

San Francisco, CA 94102-3688