ATTACHMENT 1

Administrative Rules Governing ifbs

(Non-IT SERVICES)

1. **COMMUNICATIONS WITH THE COURT ( “COURT”) REGARDING THE ifb**

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to AnnDee.Smith@jud.ca.gov (the “Solicitations Mailbox”). Bidders must include the IFB Number in subject line of any communication.

1. **QUESTIONS REGARDING THE IFB**

Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. Once submitted, questions become part of the procurement file and are subject to disclosure; Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the COURT’s responses will be made available prior to the Bid due date and time.

1. **ERRORS IN THE IFB**

A. If, before the Bid due date and time listed in the timeline of the IFB, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the IFB, the Bidder must immediately notify the COURT via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the COURT may modify the IFB before the Bid due date and time by releasing an addendum to the solicitation.

B. If a Bidder fails to notify the COURT of an error in the IFB known to the Bidder, or an error that reasonably should have been known to the Bidder, before the Bid due date and time listed in the timeline of the IFB, the Bidder shall propose at its own risk. Furthermore, if the Bidder is awarded the agreement, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

1. **ADDENDA**

A. The COURT may modify the IFB before the Bid due date and time listed in the timeline of the IFB by issuing an addendum. It is each Bidder’s responsibility to inform itself of any addendum prior to its submission of a Bid.

B. If any Bidder determines that an addendum unnecessarily restricts its ability to propose, the Bidder shall immediately notify the COURT via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

1. **WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS**

A Bidder may withdraw its bid at any time before the deadline for submitting bids by notifying the COURT in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified bid, provided that it is received at the COURT no later than the Bid due date and time listed in the timeline of the IFB. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the timeline of the IFB.

1. **ERRORS IN THE BID**

If errors are found in a bid, the COURT may reject the bid; however, the COURT may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Bidder (if selected for the award of the agreement), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the Bid.

1. **RIGHT TO REJECT Bids**
   1. Before the Bid due date and time listed in the timeline of the IFB, the COURT may cancel the IFB for any or no reason. After the Bid due date and time listed in the timeline of the IFB, the COURT may reject all Bids and cancel the IFB if the COURT determines that: (i) the Bids 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 COURT.
   2. The COURT may or may not waive an immaterial deviation or defect in a Bid. The COURT’s waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a contract resulting from this IFB is signed, the COURT reserves the right to accept or reject any or all of the items in the Bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the COURT’s best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.
   3. The COURT reserves the right to issue similar IFBs in the future. The IFB is in no way an agreement, obligation, or contract and in no way is the COURT or the State of California responsible for the cost of preparing the Bid.

D. Bidders are specifically directed **NOT** to contact any COURT personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB and any award and execution of a contract. Unauthorized contact with any COURT personnel or consultants may be cause for rejection of the Bidder’s Bid.

1. **EVALUATION PROCESS**

A. An evaluation team will review all Bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.

B. Bids that contain false or misleading statements may be rejected if in the COURT’s opinion the information was intended to mislead the evaluation team regarding a requirement of the IFB.

C. During the evaluation process, the COURT may require a Bidder's representative to answer questions with regard to the Bidder’s Bid. Failure of a Bidder to demonstrate that the claims made in its Bid are in fact true may be sufficient cause for deeming a Bid non-responsive.

D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two COURT employees. The COURT will provide notice of the date and time of the coin toss to the affected Bidders, who may attend the coin toss at their own expense.

1. **DISPOSITION OF MATERIALS**

All materials submitted in response to the IFB will become the property of the COURT and will be returned only at the COURT’s option and at the expense of the Bidder submitting the Bid.

1. **PAYMENT**

A. Payment terms will be specified in any agreement that may ensue as a result of the IFB.

B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the COURT and the selected Bidder. The COURT may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the COURT and the selected Bidder.

1. **AWARD AND EXECUTION OF AGREEMENT**

A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a Bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the COURT.

B. A Bidder submitting a Bid must be prepared to use a standard COURT contract form rather than its own contract form.

C. The COURT will make a reasonable effort to execute any contract based on the IFB within forty-five (45) days of selecting a Bid that best meets its requirements. However, exceptions taken by a Bidder may delay execution of a contract.

D. Upon award of the agreement, the agreement shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the COURT no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Bidder’s own risk.

1. **FAILURE TO EXECUTE THE AGREEMENT**

The period for execution set forth in Section 11 (“Award and Execution of Agreement”) may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Bidder refuses or fails to execute the agreement, the COURT may award the agreement to the next qualified Bidder.

1. **NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of *AnnDee Smith*.

1. **anti-trust claims**

A. In submitting a Bid to the COURT, the Bidder offers and agrees that if the Bid is accepted, the Bidder will assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the COURT pursuant to the Bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Bidder. (See Government Code section 4552.)

B. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid.

C. Upon demand in writing by the Bidder, the COURT shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder has been or may have been injured by the violation of law for which the cause of action arose and (a) the COURT has not been injured thereby, or (b) the COURT declines to file a court action for the cause of action. (See Government Code section 4554.)

1. **AMERICANS WITH DISABILITIES ACT**

The COURT complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Bidders should be directed to *AnnDee.Smith@jud.ca.gov*.