ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. GENERAL

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A proposer's proposal is an irrevocable offer for forty-five (45) days following the deadline for its submission.

2. In addition to explaining the Administrative Office of the Courts' requirements, the solicitation document includes instructions, which prescribe the format and content of proposals.

B. COMMUNICATIONS WITH AOC REGARDING THE RFP

Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, proposers shall use the "Solicitations Mailbox," identified on the cover memo of this RFP, for any communications with the AOC regarding the RFP and award. Proposers must include the RFP Number in subject line of any communication.

C. QUESTIONS REGARDING THE RFP

1. If a proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question via email to the Solicitations Mailbox, identified on the cover memo of this RFP, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the proposer will be notified.

2. Proposers interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, as set forth on the RFP cover memo. If the proposer is requesting a change, the request must set forth the recommended change and the proposer's reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be made available.

D. ERRORS IN THE RFP

1. If, prior to the date fixed for submission of proposals, a proposer discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the proposer shall

immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by releasing an addendum to the solicitation.

2. If a proposer fails to notify the AOC of an error in the RFP known to proposer, or an error that reasonably should have been known to proposer, prior to the date fixed for submission of proposals, proposer shall propose at its own risk. Furthermore, if proposer is awarded the agreement, proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

E. ADDENDA

1. The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the California Courts website (http://www.courts.ca.gov/rfps.htm). It is each proposer's responsibility to inform itself of any addendum prior to submission of a proposal.

2. If any proposer determines that an addendum unnecessarily restricts its ability to propose, the proposer shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP, no later than one day following issuance of the addendum.

F. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposer may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the proposer. The proposer may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

G. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the AOC may reject the proposal; however, AOC 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 proposer (if selected for the award of the agreement), the proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

H. RIGHTS TO REJECT OR AWARD PROPOSALS

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a proposer from full compliance with solicitation document specifications. The AOC reserves the right to

accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

2. In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

3. Proposers are specifically directed NOT to contact any AOC or its personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any AOC or its personnel or consultants may be cause for rejection of the proposer's proposal.

I. EVALUATION PROCESS

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.

2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.

3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.

4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.

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

J. PROTEST PROCEDURE

1. General.

Failure of a proposer to comply with the protest procedures set forth in this Section J, Protest Procedures, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal.

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this *Attachment 1* prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Notice of Intent to Award/Not to Award.

A proposer submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

a. The proposer has submitted a proposal that it believes to be responsive to the solicitation document;

b. The proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,

c. The proposer believes that the AOC has incorrectly selected another proposer submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

4. Form of Protest.

A proposer who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.

b. The protest shall include the name, proposer, physical and electronic addresses, and telephone and facsimile numbers of the party protesting or their representative.

c. The title and number of the solicitation document under which the protest is submitted shall be identified.

d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.

e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of A Proposal.

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of A Proposal.

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the proposer within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the proposer. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process.

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Senior Manager, Business Services, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) business days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;

b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or

c. Decision of the Contracting Officer was in error of law or regulation.

The proposer's request for appeal shall include:

a. Name, proposer, physical and electronic addresses, and telephone and facsimile numbers of the proposer filing the appeal or their representative;

b. Copy of the Contracting Officer's decision;

c. Legal and factual basis for the appeal; and

d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Senior Manager, Business Services will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Senior Manager, Business Services shall constitute the final action of the AOC.

8. Protest Remedies.

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

a. Terminate the contract for convenience;

b. Re-solicit the requirement;

c. Issue a new solicitation;

d. Refrain from exercising options to extend the term under the contract, if applicable;

e. Award a contract consistent with statute or regulation; or

f. Other such remedies as may be required to promote compliance.

K. DISPOSITION OF MATERIALS

All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the proposer submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a proposer considers as confidential but does not meet the disclosure exemption requirements of the California Rule of Court 10.500 should not be included in the proposer's proposal as it may be made available to the public.

L. PAYMENT

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

2. THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES. Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected proposer. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected proposer.

M. AWARD AND EXECUTION OF AGREEMENT

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible proposer submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.

2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

3. The AOC will make a reasonable effort to execute any contract based on this solicitation document within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a proposer may delay execution of a contract.

   A proposer submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

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

N. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section M, 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 shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful proposer refuses or fails to execute the agreement, the AOC may award the agreement to the next qualified proposer(s).

O. DECISION

Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Solicitations Mailbox, set forth on the RFP cover memo.

P. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Senior Manager, Business Services.

END OF ATTACHMENT