ATTACHMENT 1

Administrative Rules Governing RFPS

(STATEWIDE RFP FOR Non-IT SERVICES)

1. **COMMUNICATIONS REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to the Council staff at [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) (the “Solicitations Mailbox”). Proposers must include RFP # BAP-2016-01-PC in the subject line of any communication.

1. **QUESTIONS REGARDING THE RFP**

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. 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 deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Council staff’s responses will be made available prior to the proposal due date and time.

1. **ERRORS IN THE RFP**

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

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

1. **ADDENDA**

A. Council staff may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer’s responsibility to inform itself of any addendum prior to its submission of a proposal.

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

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

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying Council staff 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 by Council staff no later than the proposal due date and time listed in the timeline of the 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 in the timeline of the RFP.

1. **ERRORS IN THE PROPOSAL**

If errors are found in a proposal, Council staff may reject the proposal; however, Council staff 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 an 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.

1. **RIGHT TO REJECT proposals**
   1. Before the proposal due date and time listed in the timeline of the RFP, Council staff may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, Council staff may reject all proposals and cancel the RFP if Council staff 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 a contract is not in the best interest of the Superior Courts of California.
   2. Council staff may or may not waive an immaterial deviation or defect in a proposal. Council staff’s waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, Council staff reserves the right to accept or reject any or all of the items in the proposal, to award one or more contracts in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Superior Courts’ best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
   3. Council staff reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Council’s, the Superior Courts’ or the State of California responsible for the cost of preparing the proposal.

D. Proposers are specifically directed **NOT** to contact any Council staff personnel, personnel of the Superior Courts or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any such personnel or consultants may be cause for rejection of the Proposer’s proposal.

1. **EVALUATION PROCESS**

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

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

C. During the evaluation process, Council staff 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.

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 employees of the Council. Council staff will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

1. **DISPOSITION OF MATERIALS**

All materials submitted in response to the RFP will become the property of the Council and will be returned only at the option of Council staff and at the expense of the Proposer submitting the proposal.

1. **PAYMENT**

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

B. **THE SUPERIOR COURTS DO NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the Master Agreement.

1. **AWARD AND EXECUTION OF AGREEMENT**

A. Award of contract, if made, will be in accordance with the RFP to one or more Proposers submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by Council staff.

B. A Proposer submitting a proposal must be prepared to use a standard Council contract form rather than its own contract form.

C. Council staff will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days posting an Intent to Award. However, exceptions taken by a Proposer may delay execution of the Master Agreement.

D. Upon award of a Master Agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the designated Council staff 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 Proposer’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 an 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.

1. **NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Judicial Council’s Business Services Manager.

1. **anti-trust claims**

A. In submitting a proposal, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the Council 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 Proposer for sale to the Council or the Superior Courts of California pursuant to the proposal. Such assignment shall be made and become effective at the time final payment is made to the Proposer. (See Government Code section 4552.)

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

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

1. **AMERICANS WITH DISABILITIES ACT**

The Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to:

Judicial Council of California

Attention: Manager, Contracts

RFP No. BAP-2016-01-PC

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102-3688