ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(NON-IT SERVICES)

1. COMMUNICATIONS WITH JUDICIAL COUNCIL OF CALIFORNIA REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to ConferenceQandA@jud.ca.gov (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

A. 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, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA 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.

B. 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. 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 JUDICIAL COUNCIL OF CALIFORNIA's responses will be made available.

3. 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 shall immediately notify the JUDICIAL COUNCIL OF CALIFORNIA via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the JUDICIAL COUNCIL OF CALIFORNIA 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 the JUDICIAL COUNCIL OF CALIFORNIA of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, 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.

4. ADDENDA

A. The JUDICIAL COUNCIL OF CALIFORNIA may modify the RFP before the proposal due date and time listed in the timeline of the RFP by posting an addendum on the California Courts Website located at *www.courts.ca.gov/rfps.htm* ("Courts Website"). 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 the JUDICIAL COUNCIL OF CALIFORNIA via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA 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.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the JUDICIAL COUNCIL OF CALIFORNIA may reject the proposal; however, the JUDICIAL COUNCIL OF CALIFORNIA 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.

7. RIGHT TO REJECT PROPOSALS

A. Before the proposal due date and time listed in the timeline of the RFP, the JUDICIAL COUNCIL OF CALIFORNIA may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the

JUDICIAL COUNCIL OF CALIFORNIA may reject all proposals and cancel the RFP if the JUDICIAL COUNCIL OF CALIFORNIA determines that: (i) the proposals received are not really competitive; (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 OF CALIFORNIA.

B. The JUDICIAL COUNCIL OF CALIFORNIA may or may not waive an immaterial deviation or defect in a proposal. The JUDICIAL COUNCIL OF CALIFORNIA'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, the JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

C. The JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA or the State of California responsible for the cost of preparing the proposal.

D. Proposers are specifically directed **NOT** to contact any JUDICIAL COUNCIL OF CALIFORNIA personnel 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 JUDICIAL COUNCIL OF CALIFORNIA personnel or consultants may be cause for rejection of the Proposer's proposal.

8. 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 the JUDICIAL COUNCIL OF CALIFORNIA's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.

D. During the evaluation process, the JUDICIAL COUNCIL OF CALIFORNIA 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.

E. 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 JUDICIAL COUNCIL OF

CALIFORNIA employees. The JUDICIAL COUNCIL OF CALIFORNIA 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.

F. During the evaluation process, the JUDICIAL COUNCIL OF CALIFORNIA may perform certain checks to determine if a Proposer is deemed ineligible for contract award. For example, if Proposer is a corporation and the contract will be performed within California, Bidder must be qualified to do business in California, and in good standing.

G. If a contract will be awarded, the JUDICIAL COUNCIL OF CALIFORNIA will post an intent to award notice on the Courts Website.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the JUDICIAL COUNCIL OF CALIFORNIA and will be returned only at the JUDICIAL COUNCIL OF CALIFORNIA's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

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

B. **THE JUDICIAL COUNCIL OF CALIFORNIA DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the JUDICIAL COUNCIL OF CALIFORNIA and the selected Proposer. The JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requiremnts), except for such immaterial defects as may be waived by the JUDICIAL COUNCIL OF CALIFORNIA.

B. A Proposer submitting a proposal must be prepared to use a standard JUDICIAL COUNCIL OF CALIFORNIA contract form rather than its own contract form.

C. The JUDICIAL COUNCIL OF CALIFORNIA will make a reasonable effort to execute any contract based on the RFP 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.

D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the JUDICIAL COUNCIL OF CALIFORNIA 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 and approved by the appropriate JUDICIAL COUNCIL OF CALIFORNIA officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. 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 Proposer refuses or fails to execute the agreement, the JUDICIAL COUNCIL OF CALIFORNIA may award the agreement to the next qualified Proposer.

13. 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 OF CALIFORNIA's Business Services Manager.

14. ANTI-TRUST CLAIMS

A. In submitting a proposal to the JUDICIAL COUNCIL OF CALIFORNIA, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA pursuant to the proposal. Such assignment shall be made and become effective at the time the JUDICIAL COUNCIL OF CALIFORNIA tenders final payment to the Proposer. (See Government Code section 4552.)

B. If the JUDICIAL COUNCIL 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

JUDICIAL COUNCIL OF CALIFORNIA any portion of the recovery, including treble damages, attributable to overcharges that were paid.

C. Upon demand in writing by the Proposer, the JUDICIAL COUNCIL OF CALIFORNIA 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 JUDICIAL COUNCIL OF CALIFORNIA has not been injured thereby, or (b) the JUDICIAL COUNCIL OF CALIFORNIA declines to file a court action for the cause of action. (See Government Code section 4554.)