

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

1. COMMUNICATIONS WITH JBE/AOC REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to Solicitations@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 JBE/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 JBE/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.
- 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 JBE/AOC'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 JBE/AOC via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the JBE/AOC 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 JBE/AOC 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 JBE/AOC 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 JBE/AOC 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 JBE/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 JBE/AOC 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 JBE/AOC may reject the proposal; however, the JBE/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.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the JBE/AOC may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE/AOC may reject all proposals and cancel the RFP if the JBE/AOC 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 JBE/AOC.
- B. The JBE/AOC may or may not waive an immaterial deviation or defect in a proposal. The JBE/AOC’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 JBE/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 JBE/AOC’s best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

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- C. The JBE/AOC 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 JBE/AOC or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any JBE/AOC 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 JBE/AOC 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 JBE/AOC'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 JBE/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.
- 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 JBE/AOC employees. The JBE/AOC 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 JBE/AOC 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 JBE/AOC 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 JBE/AOC and will be returned only at the JBE/AOC'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 JBE/AOC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the JBE/AOC and the selected Proposer. The JBE/AOC 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 JBE/AOC 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 requirements), except for such immaterial defects as may be waived by the JBE/AOC.
- B. A Proposer submitting a proposal must be prepared to use a standard JBE/AOC contract form rather than its own contract form.
- C. The JBE/AOC 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 JBE/AOC 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 JBE/AOC 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 JBE/AOC 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 JBE/AOC's Business Services Manager.

14. ANTI-TRUST CLAIMS

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

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- B. If the JBE/AOC 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 JBE/AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid.

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

END OF ATTACHMENT