

## **ATTACHMENT 1 ADMINISTRATIVE RULES GOVERNING IFBS**

### **1. COMMUNICATIONS WITH JCC REGARDING THE IFB**

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov) (the "Solicitations Mailbox"). Bidders must include the IFB Number in subject line of any communication.

### **2. QUESTIONS REGARDING THE IFB**

- A. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the JCC 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 JCC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.
- B. 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. 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 JCC's responses will be made available.

### **3. 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 shall immediately notify the JCC via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the JCC 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 JCC of an error in the IFB known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the IFB, Bidder shall bid at its own risk. Furthermore, if Bidder is awarded the contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.
- C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract,

the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the JCC's satisfaction: (i) an error exists in the IFB, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

#### **4. ADDENDA**

- A. The JCC may modify the IFB before the bid due date and time listed in the timeline of the IFB by posting an addendum on the California Courts Website located at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm) ("Courts Website"). 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 bid, the Bidder shall immediately notify the JCC via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

#### **5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS**

A Bidder may withdraw its bid at any time before the deadline for submitting bids by notifying the JCC 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 JCC 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.

#### **6. ERRORS IN THE BID**

If errors are found in a bid, the JCC may reject the bid; however, the JCC 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 contract), 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.

#### **7. RIGHT TO REJECT BIDS**

- A. Before the bid due date and time listed in the timeline of the IFB, the JCC may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the JCC may reject all bids and cancel the IFB if the JCC determines that: (i) the bids 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 JCC.
- B. The JCC may or may not waive an immaterial deviation or defect in a bid. The JCC'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 JCC 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 JCC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.

- C. The JCC 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 JCC or the State of California responsible for the cost of preparing the bid.
- D. Bidders are specifically directed **NOT** to contact any JCC 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 JCC personnel or consultants may be cause for rejection of the Bidder's bid.

## **8. 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 JCC's opinion the information was intended to mislead the evaluation team regarding a requirement of the IFB.
- C. Cost information will be opened only if the non-cost information of the bid is determined to be responsive. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the JCC 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.
- 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 JCC employees. The JCC 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.
- F. During the evaluation process, the JCC may perform certain checks to determine if a Bidder is deemed ineligible for contract award. For example, Bidder must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the JCC will post an intent to award notice on the Courts Website.

## **9. DISPOSITION OF MATERIALS**

All materials submitted in response to the IFB will become the property of the JCC and will be returned only at the JCC's option and at the expense of the Bidder submitting the bid.

## **10. PAYMENT**

- A. Payment terms will be specified in any contract that may ensue as a result of the IFB.
- B. **THE JCC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the JCC and the selected Bidder. The JCC 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 contract between the JCC and the selected Bidder.

## **11. AWARD AND EXECUTION OF CONTRACT**

- 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 JCC.
- B. A Bidder submitting a bid must be prepared to use a standard JCC contract form rather than its own contract form.
- C. Upon award of the contract, the contract shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the JCC no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate JCC officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

## **12. FAILURE TO EXECUTE THE CONTRACT**

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to execute the contract 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 contract. If the successful Bidder refuses or fails to execute the contract, the JCC may award the contract to the next qualified Bidder.

## **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 JCC's Business Services Manager.

#### **14. ANTI-TRUST CLAIMS**

- A. In submitting a bid to the JCC, the Bidder offers and agrees that if the bid is accepted, Bidder will assign to the JCC 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 JCC pursuant to the bid. Such assignment shall be made and become effective at the time the JCC tenders final payment to the Bidder. (See Government Code section 4552.)
- B. If the JCC 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 JCC any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Bidder, the JCC 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 JCC has not been injured thereby, or (b) the JCC declines to file a court action for the cause of action. (See Government Code section 4554.)