

ATTACHMENT A

JUDICIAL COUNCIL OF CALIFORNIA

ADMINISTRATIVE RULES GOVERNING INVITATION FOR BIDS

1. COMMUNICATIONS WITH THE JUDICIAL COUNCIL REGARDING THE INVITATION FOR BIDS (IFB)

Except as specifically addressed elsewhere in the Invitation for Bids (IFB), Service Providers must send any communications regarding the IFB to Solicitations@jud.ca.gov (the “**Solicitations Mailbox**”). Service Providers must include the IFB Number in subject line of any communication.

2. QUESTIONS REGARDING THE IFB

- A. If a Service Provider’s question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Service Provider may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Service Provider must submit a statement explaining why the question is sensitive. If the Judicial Council 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 does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Service Provider will be notified.
- B. Service Providers 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 Schedule of Events of the IFB. If the Service Provider is requesting a change, the request must set forth the recommended change and the Service Provider’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’s responses will be made available.

3. ERRORS IN THE IFB

- A. If, before the bid due date and time listed in the Schedule of Events of the IFB, a Service Provider discovers any ambiguity, conflict, discrepancy, omission, or error in the IFB, the Service Provider must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the Judicial Council may modify the IFB before the bid due date and time by releasing an addendum to the solicitation.
- B. If a Service Provider fails to notify the Judicial Council of an error in the IFB known to Service Provider, or an error that reasonably should have been known to Service Provider, before the bid due date and time listed in the Schedule of Events of the IFB, Service Provider shall bid at its own risk. Furthermore, if Service Provider is awarded the contract, Service Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.
- C. If a Service Provider has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the Schedule of Events of the IFB but before the award of the contract, the Service Provider may be allowed to withdraw its bid if the Service Provider can demonstrate to the Judicial Council’s satisfaction: (i) an error exists in the IFB, (ii)

the error materially affected the Service Provider's bid, and (iii) the Service Provider did not discover the error prior to submission of its bid.

4. ADDENDA

- A. The Judicial Council may modify the IFB before the bid due date and time listed in the Schedule of Events of the IFB by issuing an addendum on the Courts Bidders / Solicitations website (<http://www.courts.ca.gov/rfps.htm>). It is each Service Provider's responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If any Service Provider determines that an addendum unnecessarily restricts its ability to bid, the Service Provider shall immediately notify the Judicial Council via email to the Solicitations Mailbox no later than one (1) day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

A Service Provider may withdraw its bid at any time before the deadline for submitting bids by notifying the Judicial Council of its withdrawal in writing via email to Solicitations@jud.ca.gov. The notice must be signed by the Service Provider. The Service Provider may thereafter submit a new or modified bid, provided that it is received by the Judicial Council no later than the bid due date and time listed in the Schedule of Events 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 Schedule of Events of the IFB.

6. ERRORS IN THE BID

If errors are found in a bid, the Judicial Council may reject the bid; however, the Judicial Council 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 Service Provider (if selected for the award of the contract), the Service Provider 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

Before the bid due date and time listed in the Schedule of Events of the IFB, the Judicial Council may cancel the IFB for any or no reason. After the bid due date and time listed in the Schedule of Events of the IFB, the Judicial Council may reject all bids and cancel the IFB if the Judicial Council determines that: (i) the bids received do not reflect effective competition; (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.

The Judicial Council may or may not waive an immaterial deviation or defect in a bid. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Service Provider from full compliance with IFB specifications. Until a contract resulting from this IFB is signed, the Judicial Council 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 Service Providers if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Service Provider.

The Judicial Council 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 Judicial Council or the State of California responsible for the cost of preparing the bid.

Service Providers are specifically directed **NOT** to affirmatively contact any Judicial Council 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 Judicial Council personnel or consultants may be cause for rejection of the Service Provider'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 Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the IFB.
- C. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Judicial Council may require a Service Provider's representative to answer questions with regard to the Service Provider's bid. Failure of a Service Provider 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 Judicial Council employees. The Judicial Council will provide notice of the date and time of the coin toss to the affected Service Providers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the IFB will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Service Provider 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 JUDICIAL COUNCIL DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Judicial Council and the selected Service Provider. The Judicial Council 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 Judicial Council and the selected Service Provider.

11. AWARD AND EXECUTION OF CONTRACT

- A. Notice of intent to award the IFB shall be posted on the Courts Bidders / Solicitations web page or in a public place consistent with the IFB, for five working days before the Contract is awarded.
- B. Award of contract, if made, will be in accordance with the IFB to a responsible Service Provider 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 Judicial Council.
- C. A Service Provider submitting a bid must be prepared to use a standard Judicial Council contract form rather than its own contract form.
- D. Upon award of the contract, the contract shall be signed by the Service Provider electronically or in two original contract counterparts and returned, along with the

required attachments, to the Judicial Council 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 Judicial Council officials. Any work performed before receipt of a fully-executed contract shall be at Service Provider'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 Service Provider refuses or fails to execute the contract, the Judicial Council may award the contract to the next qualified Service Provider.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Judicial Council Public Affairs.

14. ANTI-TRUST CLAIMS

- A. In submitting a bid to the Judicial Council, the Service Provider offers and agrees that if the bid is accepted, Service Provider will assign to the Judicial 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 Service Provider for sale to the Judicial Council pursuant to the bid. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Service Provider. (See Government Code section 4552.)
- B. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Service Provider shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Service Provider, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Service Provider has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Service Providers should be directed to Solicitations@jud.ca.gov.

END OF ATTACHMENT