

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA
ADMINISTRATIVE RULES GOVERNING RFQS**

1.0 COMMUNICATIONS WITH COURT REGARDING THE RFQ

Except as specifically addressed elsewhere in the RFQ, any communications regarding this RFQ must be submitted only through sbsolicitation@sbcourts.org.

2.0 QUESTIONS REGARDING THE RFQ

Bidders interested in responding to the RFQ may submit questions at sbsolicitation@sbcourts.org on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for questions listed in the RFQ. Once submitted, questions become part of the procurement file and are subject to disclosure; Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If Bidder is requesting a change, the request must set forth the recommended change and 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 Court's responses will be made available prior to the bid due date and time.

3.0 ERRORS IN THE RFQ

- 3.1 If, before the bid due date and time listed in the RFQ, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, Bidder must immediately notify the Court by sending an email to sbsolicitation@sbcourts.org and request a modification or clarification of the RFQ. Without disclosing the source of the request, the Court may modify the RFQ before the bid due date and time by releasing an addendum to the solicitation.
- 3.2 If a Bidder fails to notify the Court of an error in the RFQ known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the RFQ, the Bidder shall propose 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.
- 3.3 If a Bidder has submitted a bid and discovers an error in the RFQ after the bid submission deadline but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the Court's satisfaction: (i) an error exists in the RFQ, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

4.0 OPTION TO CANCEL, AMEND OR EXTEND RFQ

The Court reserves the right to cancel, amend or extend the RFQ, in its sole discretion, at any time prior to the issuance of a contract.

5.0 ADDENDA

5.1 The Court may modify the RFQ before the bid due date and time listed in the RFQ by issuing an addendum on the Court website. It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.

5.2 If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the Court by sending an email to sbsolicitation@sbcourts.org. Contact no later than one day following issuance of the addendum.

6.0 COURT RESPONSIBILITIES

The Court is responsible only for that which is expressly stated in this solicitation document and any authorized amendment or addenda thereto. Court is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

7.0 SUBMISSION OF BIDS

7.1 To be considered, bids must be received on or before the submission deadline specified in the RFQ. The Court will accept only one bid per individual, firm, partnership or corporation under the same or different names.

7.2 All bids must be submitted electronically to sbsolicitation@sbcourts.org. Bidder is solely responsible for ensuring that the full bid is submitted to Court prior to the submission deadline. Bidders encountering problems submitting bids electronically, or needing any technical assistance, may contact sbsolicitation@sbcourts.org.

7.3 The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

7.4 The Court shall under no circumstances be held liable for any costs incurred in connection with the preparation or submittal of any bid or in connection with the modification of any of Bidder's operations in response to this RFQ.

7.5 Submission of a bid constitutes an acknowledgement that Bidder accepts and is willing to comply with the terms and conditions of the RFQ, the attachments and any addenda, and has reviewed all applicable laws, regulations, ordinances and resolutions dealing with or related to this procurement. Bidder's failure or neglect to examine such documents. Laws, regulations, ordinances or resolutions shall in

no way relieve Bidder from any obligations with respect to any contract issued as a result of this RFQ.

8.0 AMENDMENT OR WITHDRAWAL OF BIDS

A Bidder may amend or withdraw its bid at any time prior to the submission deadline by providing notice to sbsolicitation@sbcourts.org. Bidder may thereafter submit a new or modified bid, provided that it is submitted prior to the deadline listed in the RFQ. Amendments or withdrawals 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 RFQ.

9.0 ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court 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 Bidder (if selected for the award of the contract), 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.

10.0 RIGHT TO REJECT BIDS

- 10.1 The Court may, in its sole discretion, reject any or all bids submitted in response to this RFQ. Only one bid per individual, firm, partnership, or corporation under the same or different names will be considered. If there is reason to believe that collusion exists among Bidders, none of the participants in such collusion will be considered in this RFQ process.
- 10.2 The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Bidder from full compliance with the RFQ specifications. Until a contract resulting from this RFQ is signed, the Court 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 Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.
- 10.3 The Court reserves the right to issue similar RFQs in the future. The RFQ is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.
- 10.4 Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award and execution of a

contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

11.0 EVALUATION PROCESS

- 11.1 All bids received by the appropriate deadline will be reviewed to determine the extent to which the bids comply with RFQ requirements. The evaluation and determination of the fulfillment of the RFQ requirements shall be in the Court's sole judgment, which judgment shall be final.
- 11.2 Bids that contain false, incomplete or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the RFQ. A bid containing conditions or limitations established by Bidder may be deemed irregular and rejected by the Court in its sole discretion.
- 11.3 During the evaluation process, the Court 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.
- 11.4 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 Court employees. The Court 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.

12.0 OFFER PERIOD

Bidder's bid is an irrevocable offer for one hundred eighty (180) calendar days following the bid due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

13.0 DISPOSITION OF MATERIALS/CONFIDENTIAL OR PROPRIETARY INFORMATION

- 13.1 All materials submitted in response to the RFQ will become the property of the Court.
- 13.2 A copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records. For further information go to the following website:
www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500.
- 13.3 If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure,

the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

14.0 PAYMENT TERMS

Payment terms are net 30 days from the date a correct and proper invoice is received by the Court.

15.0 AWARD OF CONTRACT

Award of contract, if made, will be in accordance with the RFQ to a responsible Bidder submitting a bid compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.

16.0 EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)

16.1 Bidders are hereby advised that this RFQ is a solicitation for bids only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a bid does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court Executive Officer or designee.

16.2 Upon award of the contract requiring a formal agreement, the agreement shall be signed by Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

16.3 The period for execution of the agreement set forth in the RFQ 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 Court may award the contract to the next qualified Bidder.

17.0 PROTESTS

Protests relating to this RFQ will not be accepted.

18.0 NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court's designee.

19.0 NO CONFLICT OF INTEREST

Bidder must certify that Bidder has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities. See Bidder Certification form.

20.0 ANTI-TRUST CLAIMS

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

21.0 AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Bidders should be directed to the Court's designee.

22.0 DISABLED VETERANS BUSINESS ENTERPRISE INCENTIVE (IF APPLICABLE)

- 22.1 Qualification for the Disabled Veterans Business Enterprise (DVBE) incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a bid non-responsive.
- 22.2 Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Bidder will receive a DVBE incentive if, in the Court's sole determination, Bidder has met all applicable requirements. If Bidder receives

the DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$50,000.

- 22.3 To receive the DVBE incentive, at least 3% of the purchase order goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).
- 22.4 If Bidder wishes to seek the DVBE incentive:
 - 22.4.1 Bidder must complete and submit with its bid, the DVBE Bidder Declaration. Bidder must submit with the DVBE Bidder Declaration all materials required in the DVBE Bidder Declaration.
 - 22.4.2 Bidder must also submit with its bid, a DVBE Declaration completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.
- 22.5 Failure to complete and submit these forms as required will result in Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.
- 22.6 If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 22.7 If Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-purchase order DVBE certification if DVBE subcontractors are used; (ii) Bidder must use any DVBE subcontractor(s) identified in its bid unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.
- 22.8 **Fraudulent misrepresentation in connection with the DVBE incentive is a misdemeanor and is punishable by imprisonment or fine, and violators are liable for civil penalties. See Military & Veterans Code section 999.9.**

23.0 SMALL BUSINESS PREFERENCE (IF APPLICABLE)

- 23.1 Eligibility for and application of the small business preference are governed by the JBE’s Small Business Preference Procedures for the Procurement of

Information Technology Goods and Services. The Proposer will receive a small business preference if, in the JBE's sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

- 23.2 Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.
- 23.3 To receive the small business preference, the Proposer must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.
- 23.4 If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Insert link). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.
- 23.5 Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the JBE may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.
- 23.6 If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

24. REQUIRED FORMS

- 24.1 Bidder Certification Form
- 24.2 Darfur Contracting Act (If Applicable)

Bidder agrees to complete all Required Forms to purchasing prior to contract execution if an award is made.

25. BUSINESS LICENSE AND CERTIFICATION

Bidder must provide a copy of Bidder's California State Board of Equalization Seller's Permit and Business License.