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

1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY ("COURT") REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Prospective Bidders must send any communications regarding the RFP to bidquestions@alameda.courts.ca.gov (the "Solicitations Mailbox"). Prospective Bidders must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

Prospective Bidders 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. Once submitted, questions become part of the procurement file and are subject to disclosure; Prospective Bidders are accordingly cautioned not to include any proprietary or confidential information in questions. If the Prospective Bidder is requesting a change, the request must set forth the recommended change and the Prospective 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 proposal due date and time.

3. ERRORS IN THE RFP

A. If, before the proposal due date and time listed in the timeline of the RFP, a Prospective Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Prospective Bidder must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

B. If a Prospective Bidder fails to notify the Court of an error in the RFP known to the Prospective Bidder, or an error that reasonably should have been known to the Prospective Bidder, before the proposal due date and time listed in the timeline of the RFP, the Prospective Bidder shall propose at its own risk. Furthermore, if the Prospective Bidder is awarded the agreement, the Prospective Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Prospective Bidder's responsibility to inform itself of any addendum prior to its submission of a proposal.

B. If any Prospective Bidder determines that an addendum unnecessarily restricts its ability to propose, the Prospective Bidder shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Prospective Bidder may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Prospective Bidder. The Prospective Bidder may thereafter submit a new or modified proposal, provided that it is received at the Court 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 Court may reject the proposal; 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 the Prospective Bidder (if selected for the award of the agreement), the Prospective 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 proposal.

7. RIGHT TO REJECT PROPOSALS

A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals 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 Court.

B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Prospective Bidder from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court 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 Prospective 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 Prospective Bidder.

C. The Court 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 Court or the State of California responsible for the cost of preparing the proposal.

D. Prospective Bidders are specifically directed **NOT** to contact any Court 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 Court personnel or consultants may be cause for rejection of the Prospective Bidder'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 Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

C. During the evaluation process, the Court may require a Prospective Bidder's representative to answer questions with regard to the Prospective Bidder's proposal. Failure of a Prospective Bidder to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

D. 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 Prospective Bidders, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Prospective Bidder 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 Court DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Prospective Bidder. The Court 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 Court and the selected Prospective Bidder.

11. AWARD AND EXECUTION OF AGREEMENT

A. Award of contract, if made, will be in accordance with the RFP to a responsible Prospective Bidder 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 Court.

B. A Prospective Bidder submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.

C. The Court 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 Prospective Bidder may delay execution of a contract.

D. Upon award of the agreement, the agreement shall be signed by the Prospective 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 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. Any work performed before receipt of a fully-executed agreement shall be at the Prospective Bidder'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 Prospective Bidder refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Prospective 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 Court Executive Officer.

14. ANTI-TRUST CLAIMS

A. In submitting a proposal to the Court, the Prospective Bidder offers and agrees that if the proposal is accepted, the Prospective 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 Prospective Bidder for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Prospective Bidder. (See Government Code section 4552.)

B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Prospective 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.

C. Upon demand in writing by the Prospective Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Prospective 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.)

15. AMERICANS WITH DISABILITIES ACT

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