

**ADMINISTRATIVE RULES GOVERNING RFQS
FOR NON-IT SERVICES**

1. COMMUNICATIONS WITH COURT REGARDING THE RFQ

Except as specifically addressed in the RFQ or below, vendors must send any communications regarding the RFQ to **admin@sanbenito.courts.ca.gov** (the "Solicitations Mailbox"). Vendors must include the applicable RFQ number in the subject line of any communication to this email address.

2. QUESTIONS REGARDING THE RFQ

Vendors interested in responding to the RFQ may submit questions via email to the Solicitations Mailbox 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 timeline of the RFQ. Once submitted, questions become part of the procurement file and are subject to disclosure; vendors are accordingly cautioned not to include any proprietary or confidential information in questions. If the vendor is requesting a change, the request must set forth the recommended change and the vendor'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 posted on the Court's website.

3. ERRORS IN THE RFQ

- A. If, before the quote due date and time listed in the timeline of the RFQ, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the vendor must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFQ. Without disclosing the source of the request, the Court may modify the RFQ before the quote due date and time by releasing an addendum to the solicitation.
- B. If a vendor fails to notify the Court of an error in the RFQ known to the vendor, or an error that reasonably should have been known to the vendor, before the quote due date and time listed in the timeline of the RFQ, the vendor shall propose at its own risk. Furthermore, if a vendor is awarded the agreement, the vendor 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 RFQ before the quote due date and time listed in the timeline of the RFQ by issuing an addendum that is posted to the Court's website. It is each vendor's responsibility to inform itself of any addenda.
- B. If a vendor determines that an addendum unnecessarily restricts its ability to submit a quote, the vendor 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 QUOTES

A vendor may withdraw its quote at any time before the deadline for submitting quotes by notifying the Court in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified quote, provided that it is received at the Court no later than the quote due date and time listed in the timeline of the RFQ. Modifications offered in any other manner, oral or written, will not be considered. Quotes cannot be changed or withdrawn after the quote due date and time listed in the timeline of the RFQ.

6. ERRORS IN THE QUOTE

If errors are found in a quote, the Court may reject the quote; 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 vendor (if selected for the award of the agreement), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the quote.

7. ALTERATIONS

The Court may provide forms for a vendor to complete as part of its quote. Such forms include, but are not limited to, certification forms. A vendor may add information to such forms, but may not alter the text of such forms. If an alteration is found in the text of a form, the Court may reject the quote. The Court may terminate a contract resulting from this RFQ if, after execution of the contract, an alteration is found in the text of a form of the selected vendor.

8. RIGHT TO REJECT QUOTES

- A. Before the quote due date and time listed in the timeline of the RFQ, the Court may cancel the RFQ for any or no reason. After the quote due date and time listed in the timeline of the RFQ, the Court may reject all quotes and cancel the RFQ if the Court determines that: (i) the quotes 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 quote. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a vendor from full compliance with 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 quote, to award the contract in whole or in part and/or negotiate any or all items with individual vendors 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 vendor.
- C. 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 quote.
- D. Vendors 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 vendor's quote.

9. EVALUATION PROCESS

- A. An evaluation team will review all quotes that are received by the appropriate deadline to determine the extent to which they comply with RFQ requirements.
- B. Quotes 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 RFQ.
- C. If vendors are requested to submit one or more references, the Court may check the references listed by the vendors. If the evaluation criteria include the quality of references, experience on similar assignments, or similar criteria, the Court may take into account its own experience with a vendor, regardless of whether or not (i) the vendor is requested to submit one or more references, (ii) the Court is listed as a reference for the vendor, or (iii) the applicable goods or services provided by vendor are the same as or similar to those being procured by the Court.
- D. During the evaluation process, the Court may require a vendor to answer questions with regard to the vendor's quote. Failure of a vendor to answer the Court's questions or to demonstrate that the claims made in its quote are in fact true may be sufficient cause for deeming a quote 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 Court employees. The Court will provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense.

10. DISPOSITION OF MATERIALS

All materials submitted in response to the RFQ will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the quote.

11. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFQ.
- 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 vendor. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount withheld may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected vendor.

12. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFQ to a responsible vendor submitting a quote 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.
- B. A vendor submitting a quote 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 RFQ within forty-five (45) days of selecting a quote that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the vendor 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 vendor's own risk.

13. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 12 ("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 vendor refuses or fails to execute the agreement, the Court may award the agreement to the next qualified vendor.

14. 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.

15. ANTI-TRUST CLAIMS

- A. In submitting a quote to the Court, the vendor offers and agrees that if the quote is accepted, the vendor 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 vendor for sale to the Court pursuant to the quote. Such assignment shall be made and become effective at the time the Court tenders final payment to the vendor. (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 vendor 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 vendor, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the vendor 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.)

16. AMERICANS WITH DISABILITIES ACT

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

Maria Alfaro
450 Fourth Street
Hollister, CA 95023