

SOLICITATION INSTRUCTIONS AND REQUIREMENTS**1. SUBMITTAL OF PROPOSALS AND RESERVATION OF RIGHTS**

The vendor must complete the Request for Quote (RFQ), attachment 2 and, if applicable, attachment 3. Must be delivered to the Court contact listed on the RFQ form prior to the quote submittal date and time indicated.

All information, in response to this RFQ, must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ. The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

2. RFQ ADDENDA

The Court may modify this solicitation document prior to the date fixed for submission of quotes by posting the notice on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided. **Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting award.**

3. AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor, submitting a quote, discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If, prior to the quote submittal deadline, a vendor submitting a quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. CONTACT WITH COURT

Questions regarding this RFQ must be directed to the individual named in the Court Contact Info on the RFQ form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFQ at any time prior to award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response. Responses to all questions will be reported on the Court's website at www.imperial.courts.ca.gov. It is the vendor's responsibility to check the Court's website to get any updated proposal information.

5. TERMS

The initial term of this Agreement is from award date thru December 31, 2012. If the Court elects to extend the term of this RFQ, the Court may negotiate price adjustments and any agreed-upon price adjustments will be set forth in a written amendment to this RFQ.

This Agreement incorporates the terms and conditions set forth in the attachment at <http://www.courts.ca.gov/documents/jbcm-attach1po.pdf> entitled "Purchase Order: Judicial Branch Contract Law Attachment" (Attachment), in addition to all other terms and conditions printed on, or attached to, this Agreement.

6. CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation 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. One copy of a submitted quote will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

7. ERROR IN SUBMITTED QUOTE

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If, prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting award, the vendor must immediately notify the Court in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

8. PROTEST

- a. After Notice Of Intent To Award/Not To Award A proposer submitting a proposal may protest the Court's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:
 - i. The proposer has submitted a proposal that it believes to be responsive to the solicitation document;
 - ii. The proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
 - iii. The proposer believes that the Court has incorrectly selected another Vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

- b. Form of Protest. A proposer who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFQ cover memo, who will forward the matter to the appropriate Contracting Officer.
 - i. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFQ cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.

SOLICITATION INSTRUCTIONS AND REQUIREMENTS

- ii. The protest shall include the name, proposer, physical and electronic addresses, and telephone and facsimile numbers of the party protesting or their representative.
- iii. The title and number of the solicitation document under which the protest is submitted shall be identified.
- iv. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- v. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

c. Determination of Protest Submitted Prior to Submission of A Proposal.

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFQ cover memo. If required, the Court may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

d. Determination of Protest Submitted After Submission of A Proposal.

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the Vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the protestor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

9. **DISPUTE RESOLUTION:**

a. Informal Resolution:

- i. Vendor and the Court will attempt, in good faith, to resolve informally any disputes under this proposal or Purchase Order. Vendor must meet with the Purchase Order Project Manager to discuss the matter and any actions necessary to resolve the dispute informally.
- ii. If the Purchase Order Project Manager for the Court and Vendor are unable to resolve a Purchase Order dispute pursuant to paragraph 9(a)(i), then the Finance Director (or equivalent) of the Court and Vendor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

b. Escalation:

- i. If the dispute is not resolved informally by meeting pursuant to paragraph 9(a)(i) and 9(a)(ii) then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice.
- ii. If the matter is not resolved as set forth in paragraph 9(b)(i), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an executive representative of the aggrieved party. If the aggrieved party is the , the Court Executive Officer will submit the second written notice to Vendor.
- iii. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

c. Confidentiality During Dispute Resolution:

All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

d. Performance During Dispute Resolution:

Pending final resolution of any dispute, Vendor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Vendor's failure to diligently proceed with the Work will be considered a material breach.

End of Instructions and Requirements