



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
ADMINISTRATIVE RULES FOR SOLICITATIONS**

**1.0 ADMINISTRATIVE RULES**

- 1.1. Bidder warrants by submitting its Bid that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Bidder or any agent, director, or representative of the Bidder, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.
- 1.2. News releases pertaining to the award of any contract resulting from this solicitation may not be made by a Bidder without the prior written approval of the Court.
- 1.3. Issuance of the solicitation and receipt of Bids does not commit Court to award a contract.
- 1.4. Neither the mere selection nor notification by the Court that a Contractor has been selected as the successful bidder for the purposes of negotiating a contract nor the process of negotiating a contract shall create any obligation on the Court. No oral representations, agreements, or modifications shall be binding on the Court. All modifications must be in writing and executed by a properly authorized Court employee.
- 1.5. Government Rates - It is expected that all Bidders responding to this solicitation will offer the Bidder's government or most favorable comparable rates.
- 1.6. The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the Bidder's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Bidder's invoice.
- 1.7. It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions code.

**2.0 RESERVATION OF RIGHTS**

The Court reserves the right to:

- 2.1. Reject any or all Bids, in whole or in part;
- 2.2. Remedy errors in the solicitation;
- 2.3. Postpone Bid opening for its own convenience;

- 2.4. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of Court;
- 2.5. Waive or not waive any immaterial deviation or defect in a Bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Bidder from full compliance with solicitation document specifications.
- 2.6. Waive informalities and irregularities in Bids;
- 2.7. Reject Bids which fail to meet a material solicitation document requirement. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document.
- 2.8. Accept any item or combination of items as specified in the solicitation, unless the Bidder expressly restricts an item or combination of items in its Bid and conditions its response on receiving all items for which it provided a Bid. If the Bidder restricts its Bid, the Court may consider the Bidder's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the Bidder ineligible for further evaluation.
- 2.9. Reconsider any Bid submitted at any phase of the procurement.
- 2.10. Seek the assistance of outside technical experts to review Bids;
- 2.11. Approve or disapprove the use of particular Subcontractors and suppliers;
- 2.12. Investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications.
- 2.13. Establish a list of Potential Contractors eligible for discussions after review of written Bids;
- 2.14. Negotiate with any, all, or none of the Bidders;
- 2.15. Solicit best and final offers (BAFO) from all or some of the Bidders;
- 2.16. Award a contract to one or more Bidders;
- 2.17. Accept other than the lowest priced Bid, if such award is in the best interests of Courts;
- 2.18. Award a Contract without discussions or negotiations;
- 2.19. Cancel the entire solicitation;
- 2.20. Issue subsequent solicitation;
- 2.21. Disqualify a Bid upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Bidder; and/or,
- 2.22. Take any/all other actions related to this solicitation and this solicitation process that may be deemed necessary by Court to meet the needs of the Court and the community which it serves.
- 2.23. The Court shall have no obligation to any company or firm or the successful bidder unless or until the Court and the successful bidder fully execute a final and definitive contract negotiated between the parties.

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

**2.25. Independence of Bid and Joint Bids**

2.25.1. Unless a Bidder is submitting a joint Bid, the Bidder represents and warrants that by submitting its Bid it did not conspire with any other Bidder to set prices in violation of anti-trust laws.

2.25.2. A Bid submitted by two or more Bidders participating jointly in one Bid may be submitted, but one Bidder must be identified as the prime Bidder and the other as the Subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint Subcontractors.

**3.0 AMERICANS WITH DISABILITIES ACT**

This Court complies with the Americans with Disabilities Act and other similar California statutes. Any requests for accommodation of disabilities should be directed to the Court contact identified in the solicitation.

**4.0 PROTEST PROCEDURES**

All protests will be handled in accordance with the policies set forth on the Court's website available at: <http://www.occourts.org/general-info/court-contract-bids/current-bids.html>. The court reserves the right to alter and/or supplement this policy in specific solicitations.

**5.0 BIDDER REQUESTS FOR CLARIFICATIONS OR MODIFICATIONS**

**5.1.** Bidders interested in responding to this solicitation may submit questions on procedural matters or requests for clarification or modification of this solicitation document through the Court Procurement Website. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change.

**5.2.** Questions or requests submitted after the due date will not be accepted.

**5.3.** Without disclosing the source of incoming questions or requests, the Court will post a copy of the questions and the Court's responses on the Court Procurement Website. Within the discretion of the Court, and within the Court's desire to present information in any organized, easy to understand fashion, not every question may be specifically, individually answered.

**5.4.** If a Bidder's question relates to a proprietary aspect of its Bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question in writing via direct e-mail to the Submittal Contact (as opposed to posting the question on the Court Procurement Website) conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive.

5.4.1. If the Court 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.

5.4.2. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified. Bidder may then submit the question through the normal process for questions through the Court Procurement Website.

**5.5.** If a Bidder submitting a Bid discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately provide notice of the problem via direct e-mail to the Buyer, or notification through the Court Procurement Website, and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of Bids by posting an addendum on the Court Procurement Website.

5.5.1. If prior to the date fixed for submission a Bidder submitting a Bids knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the Bidder shall propose at its own risk, and if the Bidder is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **6.0 BID FORMAT**

**6.1.** Bidders awarded a contract may be required to provide an electronic version in Word and/or Excel format of the submitted Bid. Information must be submitted to the buyer identified in BidSync within three business days of receipt of Notice of Award.

**6.2.** Bidders submitting Bids do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Bidder for any costs incurred in preparing or submitting Bids, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

**6.3.** The Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the Bid. Failure to examine any document, drawing, specification, or instruction will be at the Bidder's sole risk.

## **7.0 AMENDMENT OR WITHDRAWAL OF BIDS**

**7.1.** A Bidder may amend or withdraw its Bid at any time prior to the Bid Due Date and Time. Bidder should follow the process as set forth on the Court Procurement Website. If the Bidder encounters any problems in withdrawing its Bid electronically, or needs any assistance, please contact [www.BidSync.com](http://www.BidSync.com) online or call [www.BidSync.com](http://www.BidSync.com) Customer Service toll free at 1 800 990 9339.

Amendments or withdrawals offered in any other manner, than described above will not be considered. Bids cannot be amended or withdrawn after the Bid Due Date and Time.

### **7.2. Mistake in Bid**

If, after the Bid Due Date and Time but prior to a contract award, a Bidder discovers a mistake in their Bid that renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the Buyer via e-mail or through the Court Procurement Website and request to withdraw the Bid. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

### **7.3. Error in Submitted Bids**

7.3.1. If an error is discovered in a Bidder's Bid, the Court may at its sole option allow the Bidder to submit certain corrections. The Court may, at its sole option, allow the Bidder to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the Bid 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.

- 7.3.2. If the Bidder's intent is clearly established based on review of the complete Bid submitted, the Court may, at its sole option, allow the Bidder to correct an error based on that established intent.