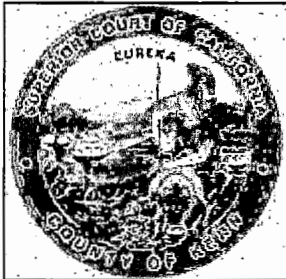


IFB Title: *Flooring Replacement Services*
IFB Number: *2023-06 Flooring*



INVITATION FOR BIDS

FLOORING SERVICES (NON-IT SERVICE)

REGARDING:

Flooring Replacement Services

IFB# 2023-06 Flooring

BIDS DUE:

Tuesday, September 12, 2023 NO LATER THAN 3:00 P.M. PST

1.0 BACKGROUND INFORMATION

1.1 Prior to June 1998, California's trial courts consisted of Superior and Municipal Courts, each with its own jurisdiction and number of judges fixed by the Legislature. On June 2, 1998, California voters approved a constitutional amendment permitting the judges in each county to unify their Superior and Municipal Courts into a single Superior Court with jurisdiction over all case types.

1.2 The goal of court unification is to improve services to the public by consolidating court resources, offering greater flexibility in case assignments, and saving taxpayer dollars.

1.3 By February 2001, judges in all 58 counties had voted to unify their trial courts.

1.4 As part of their unification process, and effective July 1, 2008, the Superior Court of Kern County separated from Kern County, and is now the Superior Court of California, County of Kern.

1.5 The Superior Court of California, County of Kern (hereinafter referred to as the "Court" or Judicial Branch Entity or "JBE") is one of 58 trial courts of general jurisdiction in California with approximately 36 Judges and 8 Commissioners. The Court employs over 500 people in more than 67 different job classifications to perform a wide range of non-judicial functions and operates nine (9) courts providing services to the public.

2.0 PURPOSE OF THIS INVITATION FOR BID AND GENERAL INFORMATION

The Superior Court of California, County of Kern (also referred to as "Court", "Judicial Branch Entity", or "JBE") has an ongoing need for flooring installation replacement services for JBE's at various locations.

2.1 The Court will award an agreement substantially in the form of Attachment 2, Agreement terms and conditions ("Agreement"), for an initial one-year term with options to renew for four (4) additional one-year terms.

2.2 Insurance – The successful Contractor will be required to provide proof of insurance coverage for Commercial General Liability, Worker's Compensation and Employer's Liability, and Commercial Automobile Liability pursuant to the insurance provisions set forth in the Agreement. Policy limits and insurance requirements are specified in the Agreement.

2.7 Subcontractors – Contractors may not use subcontractors unless the Court has specifically approved the use of a subcontractor in writing.

2.8 Estimated annual contract value for these services are \$100,000. The Court makes no guarantees that the value of services will remain the same during the agreement term.

3. TIMELINE FOR THIS IFB

The Superior Court of California, County of Kern has developed the following list of key events related to this IFB. All dates are subject to change at the discretion of the Court.

EVENT	DATE
IFB issued	<i>August 22, 2023</i>
Pre-bid conference	<i>N/A</i>
Deadline for questions	<i>Tuesday, August 29, 2023</i>
Questions and answers posted	<i>Wednesday, August 30, 2023</i>
Latest date and time bids may be submitted	<i>Tuesday, September 12, 2023 Before 3:00 p.m. PST</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>September 18, 2023</i>
Execution of contract (<i>estimate only</i>)	<i>October 2, 2023</i>

4.0 SCOPE OF SERVICES

The JBE seeks quality flooring materials and flooring installation services on an ongoing basis of a qualified flooring contractor with experience and expertise in commercial flooring replacement for JBE's various locations as described below, work includes, but is not limited to:

4.1 Contractor will furnish all labor, equipment, materials (including, but not limited to, carpet, vinyl composition, vinyl baseboards and required adhesives), tools, and accessories required to complete the work in compliance with the terms and conditions of the agreement, applicable codes, ordinances, and regulations to the satisfaction of the Court.

4.2 Materials - Contractor will use the following flooring materials, unless the Court's work order requires a different product.

Carpet

Manufacturer: Shaw Industries

Style: Shifting Gears

Color: 505 Screw

Vinyl Baseboard

Manufacturer: Burke Flooring

Type: 4" Rubber Wall Base Type TS

Color: 701 Black

Vinyl Composition Tile

Manufacturer: Armstrong

Type: Standard Excelon Imperial Texture Multi Color

Color: Charcoal 51915

Adhesive materials will be per manufacturer's specifications.

4.3 All products are to be delivered to the work site with the manufacturer's label affixed to the original unopened container.

4.4 Storage.

a. Contractor will be assigned a specific area in which to store materials and equipment. Contractor will store such materials only until the work has been completed and shall comply with all fire department regulations for storage of such materials.

b. Since storage space will be assigned as a convenience to the Contractor, such space or spaces will be used at Contractor's own risk. The Court will not assume any responsibility for the adequacy of the space assigned nor for the safekeeping of the materials stored.

c. At the completion of the contracted work, Contractor will remove all remaining materials and equipment. Contractor will remove all debris, leaving the area in the same condition that it was in prior to the start of the work.

4.5 General Workmanship

a. All work shall be done in a neat and clean manner by experienced, capable installers.

b. Unless stated in the Court's work order, Contractor shall provide demolition and removal of existing flooring and baseboards. Old carpet and vinyl composition tile flooring to be removed from the premises and properly disposed of by Contractor at Contractor's expense.

c. In the event that asbestos is present, the Court will hire an abatement contractor to remove the existing flooring and properly dispose of the materials prior to Contractor performing any work.

d. Contractor shall properly float/repair and prepare floor to accept new flooring.

e. Contractor shall provide and install manufacturer-recommended trim pieces at all door thresholds.

f. Contractor must use manufacturer-recommended adhesives, sealers and primers.

g. Contractor must install court-approved flooring and wall finishing.

h. Contractor shall provide a minimum two-year (2) warranty to address install-related issues: e.g., seam repair, transition issues, loss of adhesion. Products warranty according to manufacturer specifications.

i. Contractor shall provide all floor installation apparatus including, but not limited to, lifts, dollies, supplies and labor to accommodate each phase of the installation project.

j. Contractor shall provide a lead installer who possesses a command of the English language sufficient to permit dialogue with Court personnel. This minimum language competency is essential to permit discussion of Court concerns and requirements and to understand the proper instructions in all situations.

k. Contractor shall be responsible for adequately protecting areas such as, but not limited to, floors, walls, elevators, stairs, and the premises and removal of such protection from the premises. In addition, Contractor will clean any area in which they have affected by their work.

l. Any damage, including damage to finished surfaces, resulting from the performance of Contractor's services will be repaired to the Court's satisfaction at Contractor's sole expense.

m. All deliveries of material will be coordinated with the Court's designated representative.

4.6. Court's Responsibilities

- a. Remove and replace all furniture in the room(s).
- b. Process background checks on proposed Contractor employees.
- c. Provide building access.

4.7 .Process to initiate a work order – The JBE will use the following process to initiate a work order:

a. The JBE will initiate performance of work by issuing a Purchase order. A "Purchase Order" is defined as an ordering document used by the JBE to place an order for Services. The form and format of an ordering document may vary.

b. Prior to issuing a Purchase Order, the JBE will provide vendor with a description of the requested work, including the location and work schedule, and request vendor to provide a quote based on the rates set forth in the final agreement.

- c. Vendor will provide a quote based on the rates set forth in the final agreement.
- d. Flooring work is mostly completed after hours or weekend, some work may be completed during normal business hours or on holidays.
- e. The JBE will notify vendor if the quote is accepted.

4.8 **Acceptance of work and warranty**

a. Acceptance: The JBE will inspect the services after they are completed to ensure that the work is complete and meets the JBE's requirements. The JBE will use an acceptance form to notify vendor of the acceptance or rejection of the services. The JBE will not pay for any rejected services.

b. Warranty - the vendor will warrant that:

i. The services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the services; and

ii. Vendor will perform the services in the most cost-effective manner consistent with the required level of quality and performance.

4.9 Permits, Fees and Notices

Vendor will be required to secure and pay for all required permits, governmental fees, licenses and inspections necessary to complete the work. Vendor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the work to be provided.

4.10 Clean up

Vendor will be required to keep the work site and surrounding areas free from waste materials and/or rubbish caused by operations and at other times when directed by the JBE. At all times while finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the work, vendor will be required to remove from the work site vendor's tools, equipment, machinery, and any waste materials not previously disposed of, leaving the work site thoroughly clean, and ready for final inspection.

5. Contractor Minimum Qualifications:

5.1 A Class C-15 Contractor License is required to bid on this project.

Contractor must hold and maintain a valid C-15 contracting license from the State of California. All Contractor and subcontractor licenses must remain active and in good standing throughout the contract term. Contractor must notify the Court in writing in the event license expires, is suspended or has a change in signatory.

- Contractor Name on License: _____
- Contractor License Number: _____
- Contractor License Expiration date: _____

5.2 Current DIR Registration is required – provide the following information:

- DIR Registration No.: _____
- Expiration date: _____

5.3 Prevailing Wages – Labor for this contract shall be quoted using prevailing wages. The Superior Court of California, County of Kern will report the project to DIR. The awarded vendor must report their certified payroll to DIR for each project completed under the awarded contract. The Court will provide the DIR project ID number for reporting.

6.0 IFB ATTACHMENTS

The following attachments are included as part of this IFB:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IFBs (Non-IT Goods)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a bid (“Bidder”) must sign the Court Standard Form agreement.
Attachment 3: Bidder’s Acceptance of Terms and Conditions	On this form, the Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a bid non-responsive. The JBE, in its sole discretion, will determine what constitutes as a material exception
Attachment 4: Darfur Contracting Act Certification	Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its bid.
Attachment 5 Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the bid.
Attachment 6: Iran Contracting Act Certification	Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its bid.
Attachment 7: Unruh and FEHA Certification	Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Small Business Declaration	Bidder must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 9: DVBE bidder declaration form	Bidder must complete this form only if it wishes to claim the disabled veteran business enterprise incentive associated with this solicitation
Attachment 10: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form.

7.0 SUBMISSIONS OF BIDS

7.1 Bids should provide straightforward, concise information that satisfies the requirements of the “Bid Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB’s instructions and requirements, and completeness and clarity of content.

7.2 The Bidder must submit THREE (3) SETS (hard copy) of the documents and information listed in section 8.0 Bid content. In the same order as listed therein.

7.3 Bids must be delivered by the date and time listed on the coversheet of this IFB to:

Superior Court of California, County of Kern
Finance Department
1430 Truxtun Ave., 5th Floor
Bakersfield, CA 93301

Due date/time: Tuesday, September 12th, 2023 before 3:00 p.m. PST

7.4 Only written bids will be accepted. Bids may be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Bids may not be transmitted by fax or email.

Late bids will not be opened for review and will not be considered for award.

8.0 BID CONTENTS

8.1 Non-Cost Information– Best Value Criteria.

The following must be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.

a. Bidder's name, address, telephone and fax numbers, and federal tax identification number. Note that if Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

b. Name, title, address, telephone number, and email address of the individual who will act as Bidder's designated representative for purposes of this IFB.

c. Provide a short description of your company including,

i. A description of your company's experience as it pertains to providing products and services similar in scope to those required under this IFB.

ii. the number of years your company has been in business and any significant organizational event that occurred in the past five (5) years such as bankruptcies, mergers, acquisitions or initial public offerings.

d. Annual contract value for the bidder's three (3) largest contracts for similar products and services in the past three (3) years. Provide Names, addresses, email and telephone numbers of these clients. The Court will check references listed by Bidder.

e. Acceptance of the Terms and Conditions.

i. On Attachment 3, the Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

iii. **Note: A material exception to the Terms and Conditions (addition, deletion, or other modification) will render a bid non-responsive.**

f. Certifications, Attachments, and other requirements.

i. Bidder must include the following certifications in its bid:

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

ii. Bidder must submit with its bid, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (b) a certificate of registration issued under Revenue and Taxation Code section 6226.

iii. Bidder must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its bid.

iv. If (i) Bidder is a corporation, limited liability Company, or limited partnership, and (ii) the agreement resulting from this IFB will be performed in California, proof that Bidder is in good standing and qualified to conduct business in California.

v. Proof of financial solvency or stability (e.g., balance sheets and income statements).

vi. Bidder must complete the Iran Contracting Act Certification (Attachment 6) and submit the completed certification with its bid.

vii. Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.

8.2 Cost Information. The following must be included in the cost information.

a. Attach detailed pricing to provide Flooring Services per scope of work.

i. Hourly rate for floor installers

ii. Travel charge, if any and how it will be charged (i.e. portal to portal, 1-way, etc.)

iii. Equipment charge, if any

iv. Pricing for flooring materials (i.e. discount or cost plus format pricing)

b. Pricing submitted must be firm for a minimum of 12 months. If different, clearly note how long the pricing is firm for (i.e. 2 year, 3 year etc.).

c. Escalations, if any, must be included in your pricing. The Court will consider escalations for any extensions beyond the firm pricing term as part of the pricing evaluation.

NOTE: 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.

9.0 OFFER PERIOD

A Bidder's bid is an irrevocable offer for ninety (90) days following the bid due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF BIDS

At the time the bids are opened, each bid will be checked for the presence or absence of the required bid contents. Incomplete bids will be deemed non-responsive and will not be evaluated.

The court will evaluate the bids on a 100 point scale using the criteria listed below. Award, if made, will be to the highest-scored proposal.

CRITERION	MAXIMUM POINTS
Cost – pricing submitted by vendor, including any escalations	40
Experience on similar projects	35
Financial stability of the company	10
Customer references	10
DVBE/SBP incentive, if applicable	5

If a contract will be awarded, the Court will post an intent to award notice at <https://www.kern.courts.ca.gov/general-information/procurement-vendors>

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the JBE for official files and will become a public record. The Public Contract Code requires that bids be publicly opened and made available for public inspection. Accordingly, Bidder should not include confidential or proprietary information in its bid.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

12.1 Qualifications for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

12.2 Eligibility for and application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court’s sole determinations, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal.

12.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitation of

non-IT goods and IT goods and services, Proposer may have approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

12.4 If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 9). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- Proposer must submit with its proposal a DVBE Declaration (Attachment 10) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration (Attachment 10). If proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. Note: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

12.5 Failure to complete and submit these forms as required will result in Proposer 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 Proposer not receiving the DVBE incentive.

13.0 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

13.2 Eligibility for and application of the small business preference is governed by the Court’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 Court’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.

13.3 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.

13.4 If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 8). The Proposer must submit with the Small Business Declaration

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE OR SMALL BUSINESS PREFERENCE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

IFB Title: Flooring Replacement *Services*
IFB Number: 2023-06-Flooring

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is Tuesday, February 21, 2023 by 3:00 p.m. PST. Protests must be sent to:

Superior Court of California, County of Kern
1415 Truxtun Ave., 1st floor Reception
Bakersfield, CA 93301

Attention: Travis Andreas
Deputy CEO – Finance

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING IFBS
(NON-IT GOODS)

1. COMMUNICATIONS WITH COURT REGARDING THE IFB

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to [*purchasing@kern.courts.ca.gov*] (the "Solicitations Mailbox"). Bidders must include the IFB Number in subject line of any communication.

2. QUESTIONS REGARDING THE IFB

- A. 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 via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. 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. If the JBE 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.
- B. Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. If the Bidder is requesting a change, the request must set forth the recommended change and the 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.

3. ERRORS IN THE IFB

- A. If, before the bid due date and time listed in the timeline of the IFB, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the IFB, the Bidder must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the Court may modify the IFB before the bid due date and time by releasing an addendum to the solicitation.
- B. If a Bidder fails to notify the Court of an error in the IFB known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the IFB, Bidder shall bid 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.

- C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the JBE's satisfaction: (i) an error exists in the IFB, (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. ADDENDA

- A. The Court may modify the IFB before the bid due date and time listed in the timeline of the IFB by issuing an addendum. It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the 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 BIDS

A Bidder may withdraw its bid at any time before the deadline for submitting bids by notifying the JBE in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified bid, provided that it is received at the JBE no later than the bid due date and time listed in the timeline of the IFB. Modifications 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 timeline of the IFB.

6. 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 the Bidder (if selected for the award of the contract), the 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.

7. RIGHT TO REJECT BIDS

- A. Before the bid due date and time listed in the timeline of the IFB, the Court may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the Court may reject all bids and cancel the IFB if the Court determines that: (i) the bids 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 bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a

contract resulting from this IFB 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 JBE's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.

- C. The Court reserves the right to issue similar IFBs in the future. The IFB 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.
- D. Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB 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.

8. EVALUATION PROCESS

- A. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.
- B. Bids 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 IFB.
- C. All figures entered on the cost information must be clearly legible.
- D. 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.
- 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 Bidders, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the IFB will become the property of the Court and will be returned only at the JBE's option and at the expense of the Bidder submitting the bid.

10. PAYMENT

- A. Payment terms will be specified in any contract that may ensue as a result of the IFB.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected 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 contract between the JBE and the selected Bidder.

11. AWARD AND EXECUTION OF CONTRACT

- A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Bidder submitting a bid must be prepared to use a standard Court contract form rather than its own contract form.
- C. Upon award of the contract, the contract shall be signed by the 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 or prior to the end of June if award is at fiscal year-end. 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.

12. FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 11 ("Award and Execution of Contract") 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.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Leticia Rojo, Supervising Buyer for the Superior Court of California, County of Kern

14. ANTI-TRUST CLAIMS

- A. In submitting a bid to the JBE, the Bidder offers and agrees that if the bid is accepted, Bidder will assign to the JBE 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 JBE 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.)

- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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 Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the 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 Bidders should be directed to Travis Andreas, Deputy CEO of Finance.