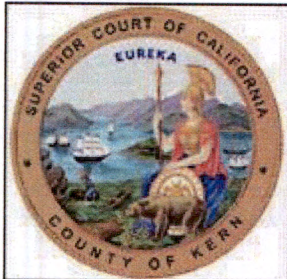


IFB Title: *Painting Services*
IFB Number: *2023-07 Painting*



INVITATION FOR BIDS

PAINTING SERVICES (NON-IT SERVICE)

REGARDING:

Painting Services
IFB# 2023-07 Painting

BIDS DUE:

Wednesday, September 13, 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 Painting 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 \$145,000. 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 23, 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>Wednesday, September 13, 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 Indoor and outdoor Painting services on an ongoing basis of a qualified contractor with experience and expertise in commercial painting for JBE's various locations as described below, work includes, but is not limited to:

4.1 Contractor will furnish all labor, equipment, paint and other painting materials, 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 paint, unless the Court's work order requires a different product.

Manufacturer: Dunn Edwards
Type: Spartazero – Low Odor
Color: Swiss Coffee
Walls semi-gloss paint and ceilings eggshell of the same color.

In the event the work order includes the replacement of the vinyl baseboard the following product will be used, unless the Court's work order requires a different product.

Manufacturer: Burke Flooring
Type: 5" Rubber Wall Base Type TS
Color: 701 Black
Adhesive materials will be per the 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 painters.

b. 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.

c. Contractor will use a minimum of one primer coat and two coats of paint.

d. Each coat of paint shall be evenly worked out and allowed to dry according to the manufacturer's recommendations before subsequent coats are applied.

e. Finish coat or coats of paint shall be of the exact shade or shades texture and consistency as approved by Court. Contractor shall not change the color of any paint that has already been approved by the Court unless authorized to do so in writing.

f. The finished work shall be free from runs, sags, holidays, defective brushing or stippling, and clogging of lines and angles of the trim.

g. It shall be distinctly understood that the number of coats of material recommended by the manufacturer specifies a minimum. Even with a material of specified quality, mere applications of the stated number of coats will not assure acceptance, unless a sample of the quality of the workmanship and the hiding qualities of the work is approved by the Court.

h. The thinning of good material for additional coverage, the use of poor materials and the adulteration with inferior substitute materials is not permitted. A full-bodied finish of

the paint surface is required, regardless of the number of coats necessary to accomplish the result.

- i. All surfaces shall be left clean at completion of work.
- j. Drop cloths shall be kept clean at all times.
- k. Window shades and blinds shall be carefully handles and kept free of paint and spatters.

4.6. **Preparation of surfaces**

a. Before any disturbance of painted surfaces is undertaken a determination must be made as to the existence of Lead Based Paint (LBP).

b. All coatings, preparation and painting must conform to all applicable federal, state and local regulations for LBP.

c. All surfaces to be painted shall be dry and cleaned free of all dirt, grit, grease, mold, mildew, foreign substances and all loose, peeling, blistering, chalking or scaling paint.

d. Cracks, holes, bulges or gouges in wall and ceiling surfaces shall be spackled and sanded smooth.

e. Loose, peeling, blistering, chalking and scaling paint shall be removed to the refusal point by scraping. Resulting edges of all areas so scraped shall be spackled to a feathered edge and sanded smooth when dry.

f. All spackled, plastered and sanded areas shall be spot-primed prior to painting.

g. All nicks and small dents shall be filled in and leveled off with spackling compound, sanded, and given a coat of primer prior to the application of the finish paint coats.

h. Loose or buckled tape on all seams and in corners shall be removed to the refusal point, new tape imbedded in and resurfaced with the proper material and the repaired area given a coat of primer prior to the application of the finish coat of paint.

i. Popping nails or screws shall be recessed or removed. If nails or screws are removed, new nails or screws are to be installed in close proximity to their original location and all holes and indentations filled.

j. Any surface exhibiting water stains shall be sealed with a solvent based, alcohol soluble sealer.

k. All glossy surfaces to be painted shall be dulled by sanding with a fine abrasive of 00 grit or a liquid applied paint duller.

1. All exposed rust and areas where rust is indicated under the old paint film shall be removed to the bare metal. Bared metal shall be given a spot-coat of a suitable rust inhibitor.

4.7 **Safety and Air Quality**

a. Contractor must use lead-safe work practices to prevent or create a lead hazard.

b. Contractor must use an air scrubber to contain and control paint fumes and odor.

4.8 **Protection**

a. Contractor will protect floors and other finished surfaces from damage during the execution of the work.

b. Contractor shall be responsible for any damage to other work. Any materials which, in the opinion of the Court, have become damaged to such an extent that they cannot be restored to their original condition shall be replaced at Contractor's expense.

c. Extreme care shall be exercised to protect finished work while applying finishes on ceiling surfaces.

d. Work not to be finished under this agreement shall be protected against splatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes. Such protected items are to include all permanent labels (e.g. UL, room numbers, et.) on doors and windows, receptacle and switch plates, vinyl and rubber base moldings, as well as sprinkler heads, smoke detectors and carbon monoxide detectors.

4.9 **Touching up.** At the completion of the work, all painted work shall be touched up and restored where damaged, defaced or defective, and the entire work left free from blemishes. Punch lists issued by the Court for correction of defective work must be completed within three (3) working days from date of issue.

4.10 **Cleaning.** Contractor shall clean all paint spots, oil and stains from floors, woodwork, glass, hardware, tile, metal work, and all similar items and leave the floors broom clean upon completion.

4.11 **Court's Responsibilities.** Court shall remove and replace all furniture in the room; process background checks on proposed Contractor employees and provide building access.

4.12 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. Contractor will schedule a job walk with the Court’s project manager to thoroughly examine the areas to be painted and determine the project parameters prior to submitting a quote for the requested work.

d. Contractor will provide a quote based on the rates set forth in the final agreement.

e. Painting work is mostly completed after hours or weekend, some work may be completed during normal business hours or on holidays.

f. The JBE will notify vendor if the quote is accepted.

4.13 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.

4.14 Permits, Fees and Notices, if applicable.

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.

4.15 **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-33 Contractor License is required to bid on this project.

Contractor must hold and maintain a valid C-33 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 **Labor Code Provisions**

Prevailing Wage.

5.3.1 Contractor and all subcontractors under Contractor shall pay all workers on Work performed not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are available from the Court or on the internet at <https://www.dir.ca.gov/>.

5.3.2 Contractor shall ensure that Contractor and all of Contractor's subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to this Agreement as Attachment A-2, Prevailing Wage and Related Labor Requirements Certification, and incorporated herein.

5.3.3 Work provided under this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for Work performed under this Agreement.

5.4 Registration.

5.4.1 Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“DIR”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

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: Wednesday, September 13th, 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 Painting Services per scope of work.

i. Hourly rate for painters

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 paint and paint 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: *Painting Services*
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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.