

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
RULES GOVERNING NON-IT GOODS RFQs

<p>Submission of Quotes. Vendor must sign and submit its quote using the Court’s form. Quotes may be submitted by mail (to the address specified on the quote) or by fax (to the fax number specified on the quote). Quotes sent to any other address or fax number will not be considered. The Court must receive the quote on or before the Quote Due Date and Time. Late quotes will not be accepted.</p>
<p>Faxed Quotes. All pages of a faxed quote received before the Quote Due Date and Time will be considered the complete quote. Please be advised that there may be a heavy demand placed on the fax machine receiving quotes and the Court assumes no responsibility if Vendor cannot transmit its quote via fax, or if the entire quote is not received before the Quote Due Date and Time.</p>
<p>Process. Before the Quote Due Date and Time, the Court may cancel the RFQ for any or no reason. After the Quote Due Date and Time, the Court may reject all quotes and cancel the RFQ if the Court determines that: (i) the quotes received are not really competitive; (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. The Court reserves the right to accept or reject any or all of the items in the quote, to award the contract in whole or in part and/or negotiate any or all items with a vendor if it is deemed in the Court’s best interest. The RFQ is not an order, agreement, or obligation on behalf of the Court, and in no way is the Court responsible for the cost of preparing the quote.</p>
<p>Offer Period. Vendor may withdraw its quote at any time before the Quote Due Date and Time by notifying the Court in writing of its withdrawal. The notice must be signed by Vendor. Quotes cannot be changed or withdrawn after the Quote Due Date and Time; Vendor’s quote is an irrevocable offer for ninety (90) days following the Quote Due Date and Time.</p>
<p>Terms. Upon award of the contract, the Court will issue a purchase order (including the Court’s Purchase Order Terms and Conditions) to the selected vendor. Quotes that reference other terms and conditions or propose changes to the Court’s Purchase Order Terms and Conditions, may be rejected. If the selected vendor rejects or attempts to amend or supplement the Court’s purchase order, the Court may cancel the award and award the contract to the next qualified vendor.</p>
<p>Award Basis. If the “lowest responsive quote” box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the lowest responsive quote. If the “highest scored quote” box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the highest scored quote. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense. During the evaluation process, the Court may require Vendor to answer questions or provide clarifications regarding Vendor’s quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.</p>
<p>Seller’s Permit and Payee Data Record. Vendor must submit with its quote, 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 (“RTC”) 6066 et seq. or (b) a certificate of registration issued under RTC 6226. If awarded the contract, Vendor must complete and submit to the Court a Payee Data Record form.</p>
<p>Certifications. Vendor certifies: (i) [<i>Darfur Contracting Act</i>] it is not a “scrutinized company” as defined in Public Contract Code (“PCC”) 10476 (applicable if Vendor currently or within the previous three years has had business activities or other operations outside of the United States); (ii) [<i>Congolese Conflict minerals</i>] it is not a “scrutinized company” as defined in PCC 10490(b), or the goods or services Vendor would provide to the Court are not related to products or services that are the reason Vendor must comply with Section 13(p) of the Securities Exchange Act of 1934; (iii) [<i>DVBE Violation</i>] Vendor is not on the Department of General Services’ (“DGS”) list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises (“DVBEs”); and (iv) [<i>Tax delinquency</i>] it is not on the Franchise Tax Board’s list of 500 largest state income tax delinquencies, or the Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.</p>
<p>DVBE Incentive. Eligibility for and application of the DVBE incentive are governed by the Court’s DVBE Rules and Procedures. Vendor will receive a DVBE incentive if, in the Court’s sole determination, Vendor has met all applicable requirements.</p> <p>DVBE incentive qualification is optional. Failure to qualify for the DVBE incentive will not render a quote non-responsive.</p> <p>For lowest responsive quote RFQs: if Vendor receives the DVBE incentive, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsive quote. For highest scored quote RFQs:</p>

if Vendor receives the DVBE incentive, a specified number of points will be added to the score assigned to Vendor's quote.

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, Vendor may have an approved Business Utilization Plan ("BUP") on file with DGS.

If Vendor wishes to seek the DVBE incentive:

1. Vendor must complete and submit with its quote the "Bidder Declaration" document (available from the Court upon request). Vendor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Vendor must submit with its quote a "DVBE Declaration" document (available from the Court upon request) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Vendor is itself a DVBE, it must complete and sign the DVBE Declaration. If Vendor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Vendor will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Vendor 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 Vendor not receiving the DVBE incentive. If Vendor receives the DVBE incentive: (i) Vendor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Vendor must use any DVBE subcontractor(s) identified in its quote unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its quote will constitute a breach of contract. FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MILITARY AND VETERANS CODE 999.9.

Errors. If errors are found in a quote, the Court may reject the quote. The Court may, at its sole option, correct arithmetic or transposition errors or both. The Court may or may not waive an immaterial deviation or defect in a quote. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Vendor from full compliance with RFQ specifications.

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 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 Court to receive a solicitation specifications protest is Quote Due Date and Time. Protests should be sent to the Court Contact on the page 1 of the RFQ.

Confidential information. Quotes are subject to disclosure pursuant to applicable provisions of the PCC and Rule 10.500 of the California Rules of Court. Disclosure will be made regardless of whether the quote (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the quote (a) purporting to limit the Court's right to disclose information in the quote, or (b) requiring the Court to inform or obtain the consent of Vendor prior to the disclosure of the quote (or portions thereof). Accordingly, Vendor should not include confidential or proprietary information in its quote.

Miscellaneous. 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 Business and Professions Code 17030. It is unlawful to prohibit a printer or copier cartridge that is sold to a judicial branch entity from being recycled or remanufactured.