



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

COURT ONLINE PROCUREMENT PROCEDURES 4.0

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
COURT ONLINE PROCUREMENT PROCEDURES 4.0

The Superior Court of California, County of Los Angeles (Court) has developed this one set of unified **COURT ONLINE PROCUREMENT PROCEDURES** setting forth the Court Procedures for any/all types of procurements that may appear on the Court's Online Procurement Website at <https://lacourt.bonfirehub.com/portal/?tab=openOpportunities> (Bonfire) including items such as Request for Quote, Invitation for Bid, Request for Proposal, Request for Statement of Qualifications, etc.

Definitions for this document only:

- **Bid** – is used in its generic sense to mean any type of response submitted to any Court procurement, including items such as Bids, Proposals, Quotes, Statement of Qualifications, etc.
- **Contract** – is used in its generic sense, to describe any formal, final contract between the Vendor and the Court, including a contract, purchase order, agreement, order, etc.
- **Solicitation** – is used in its generic sense to describe mean any/all types of procurements that may appear on Bonfire, including items such as Request for Quote (RFQ), Invitation for Bid (IFB), Request for Proposal (RFP) Request for Statement of Qualifications (RFSQ), Reverse Auction, etc.
- **Vendor** – is used in its generic sense to describe any/all companies or individuals that may participate in any court procurement, including contractors, bidders, proposers, vendors, etc.

1.0 ADMINISTRATIVE RULES GOVERNING THIS PROCUREMENT
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A. ACCEPTANCE OF TERMS AND CONDITIONS

The Vendor who is awarded a contract under this Solicitation must be prepared to accept a Court standard contract rather than its own contract form.

Per instructions in the Solicitation, if exceptions are identified, the Vendor must submit proposed changes in a clearly presented manner and provide an explanation or rationale for each exception and/or proposed change. All terms, conditions, and certifications not taken exception to by Vendor shall be deemed to be accepted and affirmed by the Vendor.

Please note that numerous, onerous, burdensome, and/or other material exceptions taken may render a Bid Non-Responsive as determined in the Court's sole discretion. Additionally, any exception to the following minimum terms and conditions may immediately render a Bid Non-Responsive: Vendor Certification Clauses, Indemnity provisions, Limitation of Liability, and Choice of Law and Jurisdiction provisions.

B. ADDENDA

The Court may modify this Solicitation prior to the date fixed for submission of Bids by providing notice to Vendors by way of an addendum. It is each Vendor's responsibility to inform itself of any addendum prior to its submission of a Bid.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the Bid to include all addenda issued in any resulting contract.

C. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Vendors should be directed to the Court's designee.

D. ANTI-TRUST CLAIMS

In submitting a Bid to the Court, Vendor offers and agrees that if the Bid is accepted, Vendor will assign to the Court 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 Vendor for sale to the Court pursuant to the Bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Vendor. (See Government Code section 4552.)

If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Vendor 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.

Upon demand in writing by Vendor, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if Vendor 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.)

E. AUTHORITY TO OBLIGATE OR BIND THE COURT

All contracts and purchase orders with the Court, and all amendments or modifications thereto, are subject to written approval by the Court Presiding Judge (PJ) or Court Executive Officer/Clerk of Court (CEO). Court personnel other than the PJ and/or CEO do not have actual, apparent, or implied authority to obligate the Court to any contract or purchase order term. Nothing other than written approval by the PJ and/or CEO shall be construed as an offer or acceptance of any contract or purchase order term, as an expression of the Court's assent to any contract or purchase order term, or as an expression of the Court's intent in forming any contract or purchase order. Nothing other than written approval by the PJ and/or CEO shall be construed as a modification, cancellation, waiver, or amendment to any Court contract or purchase order. Correspondence, including emails, shall not establish a trade practice and/or prior course of dealing on the part of the Court in connection with any Court contract or purchase order.

F. BID PREPARATION COSTS

Vendors submitting Bids do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Vendor 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.

G. COMMUNICATIONS WITH THE COURT REGARDING THE SOLICITATION

Except as otherwise provided or permitted, questions regarding this Solicitation must be submitted only through Bonfire. Vendors are specifically directed NOT to contact the Bid Contact or other Court personnel or consultants regarding this Solicitation at any time prior to Bid Award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Vendor's Bid.

H. CONFIDENTIAL OR PROPRIETARY INFORMATION

Bids are subject to disclosure to third parties and members of the public pursuant to applicable laws, including public disclosure pursuant to Rule 10.500 of the California Rules of Court, which governs public access to administrative records maintained by a trial court. All materials submitted in response to a Solicitation will become the property of the Court. A copy of each Bid will be retained for official Court records and be made available to anyone who properly requests a copy.

Except as required by law, the Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Vendor that is not a publicly-traded corporation. All other information in Bids may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the entire Bid (or portions

thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the Bid (a) purporting to limit the Court’s right to disclose information in the Bid, or (b) requiring the Court to inform or obtain the consent of the Vendor prior to the disclosure of the Bid (or portions thereof). No formal notice to the “author” or “creator” of the documents is required or given, either prior to or concurrent with the release or production of the documents.

Submission of any Bid pursuant to this Solicitation constitutes acknowledgment and consent by the Vendor to the potential public disclosure of its content, as set forth in this Section F. Vendors are accordingly cautioned not to include confidential, proprietary, or privileged information in Bids if Vendor is unsure if such material would fall within the disclosure exemptions set forth in applicable law.

I. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

This Solicitation may include a DVBE Incentive.

The Court has established rules and procedures for its DVBE program. Qualified Vendors wishing to claim the DVBE incentive should refer to the Court’s *DVBE Rules and Procedures* for further information. The *Procedures* can be located at the following Court website:

<https://www.lacourt.ca.gov/pages/lp/procurement/cp/socioeconomic-programs>

J. ERRORS IN THE SOLICITATION

If, before the Bid Due Date and Time listed in the Solicitation, a Vendor discovers any ambiguity, conflict, discrepancy, omission, or error in the Solicitation, the Vendor must immediately notify the Court via email to the Bid Contact and request modification or clarification of the Solicitation. Without disclosing the source of the request, the Court may modify the Solicitation before the Bid Due Date and Time by releasing an addendum to the Solicitation.

If a Vendor fails to notify the Court of an error in the Solicitation known to Vendor, or an error that reasonably should have been known to Vendor, before the Bid Due Date and Time listed in the Solicitation, Vendor shall Bid at its own risk. Furthermore, if Vendor is awarded the contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

If a Vendor discovers an error in the Solicitation after the Bid Due Date and Time listed in the Solicitation but before award of the contract, the Vendor may be allowed to withdraw its Bid if the Vendor can demonstrate to the Court’s satisfaction that: (i) an error exists in the Procurement, (ii) the error materially affected the Vendor’s Bid, and (iii) the Vendor did not discover the error prior to submission of its Bid.

K. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court.

L. PAYMENT

Payment terms will be specified in any contract that may be awarded as a result of this Solicitation. Except as otherwise provided or permitted, the Court does not make advance payment for goods or services. Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Vendor. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount withheld may depend upon the length of the project and the payment schedule provided in the contract between the Court and the selected Vendor.

M. PERIOD OF FIRM PRICING; NEGOTIATIONS

A Vendor’s Bid is an irrevocable offer for the number of days indicated for this Solicitation on Bonfire. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

Until a contract resulting from this Solicitation is signed, the Court may award a contract in whole or in part, and/or negotiate any or all items with any individual Vendor if it is deemed to be in the Court’s

best interest. The Court may also solicit best and final offers (BAFO) from any or all Vendors that submitted a responsive Bid. A notice of intent to award does not constitute a contract, and confers no right of contract on any Vendor.

N. QUESTIONS REGARDING THE SOLICITATION

Vendors interested in responding to the Solicitation may submit questions on Bonfire on procedural matters related to the Solicitation or requests for clarification or modification of the Solicitation no later than the deadline for questions listed in the Solicitation. Once submitted, questions become part of the procurement file and are subject to disclosure; Vendors are accordingly cautioned not to include any proprietary or confidential information in questions. If Vendor is requesting a change, the request must set forth the recommended change and Vendor's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. The questions and the Court's responses are available for viewing on Bonfire.

If a Vendor's question relates to a proprietary aspect of its Bid and the question would expose proprietary information if disclosed to competitors, the Vendor may submit the question via email to the Bid Contact conspicuously marking the email as "CONFIDENTIAL." Along with the question, the Vendor 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 Court does not concur regarding the proprietary nature of the question, the question will not be answered, and the Vendor will be notified.

Court is under no obligation to answer every question and has the right to edit questions for clarity and as deemed necessary by the Court to further the goals and objectives of the Solicitation.

O. RESERVATION OF RIGHTS

The Court may take any action related to this Solicitation and/or this Solicitation process deemed necessary by the Court and permitted by law to meet the needs of the Court and the public community which it serves.

These actions may include, but are not limited to, the following:

- Reject any or all of the Bids;
- Issue subsequent Solicitation;
- Cancel the entire Solicitation;
- Remedy errors in the Solicitation;
- Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of Court;
- Appoint Court personnel or non-Court personnel to review Bids;
- Seek the assistance of outside technical experts to review Bids;
- Approve or disapprove the use of particular subcontractors and suppliers;
- Establish a list of Potential Contractors eligible for discussions after review of written Bids;
- Negotiate with any, all, or none of the Potential Vendors;
- Solicit best and final offers (BAFO) from all or some of the Potential Vendors;
- Award a contract to one or more Potential Vendors;
- Accept other than the lowest priced Bid, if such award is in the best interests of Courts;
- Waive informalities and irregularities in Bids;
- Award a contract without discussions or negotiations; and/or,
- Disqualify a Bid upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Potential Vendors.

The Court reserves the right to issue similar Solicitations in the future. The Solicitation is in no way an agreement, obligation, or contract and in no way is the Court, the Judicial Council, or the State of California responsible for the cost of preparing the Bid.

P. RIGHT TO REJECT/ACCEPT BIDS

Before the Bid Due Date and Time listed in the Solicitation, the Court may cancel the Solicitation for any or no reason. After the Bid Due Date and Time listed in the Solicitation, the Court may reject any

or all Bids and cancel the Solicitation if the Court determines that: (i) the Bids received do not reflect effective 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 may also disqualify a Vendor should it suspect the Vendor has engaged in collusion with intent to defraud, or other illegal practices in connection with this Solicitation.

Classification of any deviation or exception within a Solicitation as material or non-material is fully within the discretion of the Court. The Court may or may not waive an immaterial deviation or defect in a Solicitation. The Court's waiver of an immaterial deviation or defect shall in no way modify the Solicitation or excuse a Vendor from full compliance with Solicitation specifications.

The Court reserves the right to accept or reject any line item or combination of line items in a Solicitation. The Court also reserves the right to award zero, one, two, or more contracts through a Solicitation. No guarantee or promise is made by the Court of any sole or exclusive contracting relationship with any Vendor.

Q. SMALL BUSINESS PREFERENCE

If the Solicitation is for Information Technology ("IT") goods and/or services, the Solicitation includes a Small Business Preference.

The Court has established rules and procedures for its Small Business Preference program. Qualified Bidders wishing to claim the Small Business preference should refer to the Court's *Small Business Preference Rules and Procedures – Information Technology Procurements* for further information. The *Procedures* can be located at the following Court website:

<https://www.lacourt.ca.gov/pages/lp/procurement/cp/socioeconomic-programs>.

2.0 PRE-BID CONFERENCES OR WALKTHROUGHS

Times, dates, and additional information related to pre-bid conferences or walkthroughs will be found on Bonfire.

A. MANDATORY PRE-BID CONFERENCE OR WALKTHROUGH

The Court may require that interested Vendors attend a mandatory pre-bid conference or walkthrough. In the event a Vendor is unable to attend a mandatory pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one Vendor. Each Vendor must be certain to check-in at the mandatory pre-bid conference, as the attendance list will be used to ascertain compliance with this requirement. Bids from Vendors who do not attend the mandatory pre-bid conference will not be accepted or considered.

B. OPTIONAL PRE-BID CONFERENCE OR WALKTHROUGH

The Court may hold an optional pre-bid conference, in which Vendor attendance is not mandatory. In the event a Vendor is unable to attend an optional pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one Vendor. Vendors are encouraged to attend any optional pre-bid conferences. A transcript of the pre-bid conference will not be made available.

C. USE OF CONFERENCE CALL

If the Court elects to conduct a pre-bid conference via conference call, there will not be any opportunity to attend the conference "in person." Limit of two (2) callers per company.

3.0 CONTENT OF BID

Responsive Bids must provide clear, concise, and complete information. Care should be taken to ensure that the Bid responds completely and thoroughly to all of the requirements set forth in the Solicitation. Bids should be limited to a reasonable length, given the directions and circumstances of the procurement. Do not submit large amounts of marketing materials or voluminous general information about your company unless such information is requested within the Solicitation.

The objective of the Bid submission is for the Court to ascertain Vendor's ability to provide the requested goods and services. In addition, specific information is requested from all Vendors to ensure that the Bids can be fairly compared in a standard manner. Only that information which is contained in the Bid will be considered.

4.0 SUBMITTAL OF BIDS

A. ACKNOWLEDGEMENT OF ACCEPTANCE

Submission of a Bid constitutes an acknowledgement that Vendor accepts and is willing to comply with the terms and conditions of the Solicitation, the attachments, and any addenda, and has reviewed all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement. Vendor's failure or neglect to examine such documents or such laws, regulations, ordinances, and resolutions shall in no way relieve Vendor from any obligations with respect to any contract issued as a result of this Solicitation.

B. AMENDMENT OR WITHDRAWAL OF BIDS

A Vendor may amend or withdraw its Bid prior to the Bid Due Date and Time. Vendor should follow the process as set forth on Bonfire to amend or withdraw its Bid. If the Vendor encounters any problems in amending its Bid electronically, or needs any technical assistance, please contact Bonfire for support.

Vendor support portal: <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>

Email: support.bonfire@eunasolutions.com

Phone: 1-800-354-8010

Except as otherwise provided or permitted, amendments or withdrawals offered in any other manner than described above may not be considered. Bids cannot be amended or withdrawn after the Bid Due Date and Time.

C. METHOD OF SUBMITTAL

All Bids shall be electronically submitted via Bonfire. The Vendor is solely responsible for ensuring that the full Bid is submitted via Bonfire, prior to the Bid Due Date and Time specified. If the Vendor encounters any problems in submitting its Bid electronically, or needs any technical assistance, please contact Bonfire for support.

Vendor support portal: <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>

Email: support.bonfire@eunasolutions.com

Phone: 1-800-354-8010

The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically. The Court shall have no obligation to any Vendor unless or until the Court and the Vendor fully execute a final and definitive contract negotiated between the parties.

D. MISTAKE OR ERROR IN BID

If, after the Bid Due Date and Time but prior to a contract award, a Vendor discovers a mistake in its Bid that renders the Vendor unwilling to perform under any resulting contract, the Vendor must immediately notify the Bid Contact via e-mail 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.

If a mathematical or clerical error is discovered in a Vendor's Bid, the Court may at its sole option retain the Bid and allow the Vendor to submit proposed corrections. 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.

5.0 PROCEDURES RELATING TO EVALUATION AND AWARD STANDARDS

A. REQUEST FOR QUOTE (RFQ) / INVITATION FOR BIDS ("IFB"):

Award of a contract, if made, will be made in accordance with the RFQ/IFB, the Judicial Branch Contracting Manual (JBCM), and the Local Contracting Manual (LCM): (1) to the Lowest Responsible Vendor; or (2) to other than the Lowest Responsible Vendor based upon the Court's valid business reason; or (3) to other than the Lowest Responsible Vendor if necessary to achieve superior value effectiveness with a competitive framework in IT RFQs or IFBs.

During the evaluation process, the Court may perform certain checks to determine if a Vendor is ineligible for contract award and may require the Vendor's representative to answer questions regarding the Vendor's Bid. Failure of a Vendor to demonstrate that a statement made in its Bid is in fact true may be sufficient cause for rendering a Bid Non-Responsive. Bids that contain false or misleading statements may also be rejected if in the Court's opinion, the information was intended to mislead the Court regarding a requirement of the RFQ/IFB.

The Court may conduct phone or in-person interviews with any Vendor to clarify aspects of their Bids. If conducted in person, interviews will likely be held at the Court's offices, and the Court will not reimburse Vendors for any costs incurred in traveling to or from the interview location. The Court may also seek the assistance of outside technical personnel in reviewing Bids.

The Court may approve or disapprove the use of particular subcontractors or suppliers.

B. REQUEST FOR PROPOSALS ("RFP"):

Depending upon the individual details of the RFP, award of a contract, if made, will be made in accordance with the RFP, the Judicial Branch Contracting Manual (JBCM), and the Local Contracting Manual (LCM): (1) to the Highest Scoring Vendor; or (2) to other than the Highest Scoring Vendor if necessary to achieve superior value effectiveness with a competitive framework in IT RFPs.

An initial review will be made of all Bids submitted to determine their compliance with the RFP format instructions and fulfillment of the minimum requirements, and each Bid will be determined to be either Responsive or Non-Responsive. Failure to satisfy or comply with any of the minimum requirements may be cause for a determination of Non-Responsive and may disqualify a Bid from further consideration and review. The Court may, in its sole discretion, reject any or all Non-Responsive Bids submitted in response to this Solicitation. Such review and determination will be done at the sole discretion of the Court.

The Court will evaluate Responsive Bids using the criteria set forth in the Solicitation Document.

During the evaluation process, the Court may perform certain checks to determine if a Vendor is ineligible for contract award and may require the Vendor's representative to answer questions regarding the Vendor's Bid. Failure of a Vendor to demonstrate that a statement made in its Bid is in fact true may be sufficient cause for rendering a Bid Non-Responsive. Bids that contain false or misleading statements may also be rejected if in the Court's opinion, the information was intended to mislead the evaluation team regarding a requirement of the RFP.

The Court may approve or disapprove the use of particular subcontractors or suppliers.

The Court may conduct phone or in-person interviews with any Vendor to clarify aspects of its Bid or to assist in finalizing the ranking of Bids. The Court is not obligated to hold an interview with every Vendor. If conducted in person, interviews will likely be held at the Court's offices, and the Court will not reimburse Vendors for any costs incurred in traveling to or from the interview location. The Court will notify Vendors regarding interview arrangements. The Court may also seek the assistance of outside technical personnel in reviewing Bids.

The Court may request to have product demonstrations as part of the Court's evaluation process. The product demonstrations may be conducted in person, via the web, or through other suitable means or arrangements. The Court will not reimburse Vendors for any costs incurred in traveling to or from the product demonstration location. The Court will notify eligible Vendors regarding demonstration arrangements.

C. TIE BREAKER

In the event of a tie, the contract may 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.

6.0 AWARD AND EXECUTION OF CONTRACT
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A. AWARD OF CONTRACT

Award of a contract, if made, will be in accordance with the Solicitation to a Responsible Vendor submitting a Bid compliant with all the requirements of the Solicitation and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.

Once negotiations have been completed with the selected Vendor, a recommendation for an award of a contract will be made to the Court's CEO, who is, and shall remain, the ultimate decision maker for the Court.

B. EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)

Vendors are hereby advised that this Solicitation is for the submission of Bids, Quotes, or Proposals only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court's Executive Officer/Clerk of Court.

The Court will make a reasonable effort to execute any contract based on this Solicitation in a timely manner. Exceptions taken by a Vendor may delay execution of a contract. A Vendor submitting a Bid must be prepared to use a Court standard contract form rather than its own contract form. The Court reserves the right to reduce the scope of work if it is in the best interest of the Court, or add, delete, and/or modify the terms and conditions prior to execution of the contract.

Upon award of the contract, the contract shall be signed by Vendor and returned, along with the required attachments, to the Court no later than five (5) business days of receipt of contract form. 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 Vendor's own risk.

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 Vendor refuses or fails to execute the contract, the Court may award the contract to the next qualified Vendor.

C. PRE-EXECUTION DOCUMENTATION

Prior to execution of a contract, the following additional items may be required, if applicable:

- If Vendor is a corporation, proof that Vendor is in good standing and qualified to conduct business in California (e.g., copies of current business licenses).
- If Vendor has claimed a DVBE incentive, completed Bidder Declaration and DVBE Declaration forms.
- If Vendor has claimed a Small Business preference, a completed Small Business Declaration form.
- If Vendor is supplying products identified in Public Contracts Code § 12207(i.e., paper products, printer cartridges), a completed Postconsumer-Content Certification form.

Additionally, if the contract is for the sale of tangible personal property, proof that the Vendor and all of its affiliates, that make sales for delivery into California, are currently holders of either of the following:

- A California seller's permit issued under Revenue and Taxation Code § 6066 et seq.; or
- A certificate of registration issued under Revenue and Taxation Code § 6226.

D. DEBRIEF

Providing a debrief, whether oral or written, is entirely within the sole discretion of the Court. The request for debriefing must be made within 10 calendar days of the Notice of Intent to Award and must limit questions to those pertaining to Bidder's own proposal. Due to administrative constraints, an oral debrief will only be considered on rare occasions. For a written debrief, an unsuccessful bidder must submit in writing via email to the appropriate point of contact indicated in the solicitation. Mistake causing undelivered email or late request will not be considered.

7.0 PROTEST PROCEDURES

The Court intends to be open and fair to all Vendors in selecting the best service providers within budgetary and other constraints described in the Solicitation Document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.

Unless otherwise provided herein, the Court follows the protest procedures set forth in the California Judicial Branch Contracting Manual (JBCM), Chapter 7, Protests, which can be found on the Judicial Branch of California, California Courts public website at: <http://www.courts.ca.gov/18759.htm>. (Please see below for notice re: E-Mail Submission of Protests.)

The Court has adopted minimum thresholds for the acceptance of protests. The Court shall reject any protest received for procurement if the procurement is below the applicable thresholds listed below:

Type of Procurement	Threshold
Non-IT Goods	\$ 50,000
Non-IT Services	\$ 5,000
IT Goods and Services	\$100,000

Protests and Protest Appeals shall be submitted via email only to: Purchasing@lacourt.org. Such email must be RECEIVED by the Court in time to meet relevant deadlines as set forth in JBCM Ch. 7.

The Court's **PROTEST HEARING OFFICER** is:

Theresa Jauregui, Procurement Administrator, or designee

The Court's **PROTEST APPEALS OFFICER** is:

Thor Vue, Chief Procurement Officer, or designee