

Solicitation Terms and Conditions

APPLICABLE TO THE SOLICITATION. The following provisions shall apply to this solicitation. In the event that any of the provisions set forth in this Section, 'Solicitation Terms and Conditions,' conflict with provisions set forth in the other Sections of the Solicitation, then the other Sections shall prevail.

1. **DISCUSSION WITH RESPONDENTS:** Discussions may be conducted with apparent responsive Respondents for the purpose of clarification to assure full understanding of the requirements of the solicitation. All solicitations, in the Judicial Department's sole judgment, needing clarification, shall be accorded such an opportunity.
2. **RESPONDENT QUALIFICATION:** Respondents must, upon request, provide satisfactory evidence of their ability to furnish commodities or services in accordance with the terms and conditions of these specifications. The Judicial Department reserves the right to make the final determination as to the Respondent's ability to provide the commodities or services requested herein.
3. **PUBLIC AGENCY CLAUSE:** The Judicial Department intends that other public agencies shall have the option to participate in any award made as a result of this solicitation, subject to the public agency's own solicitation rules and policies and the Respondent's acceptance. The Judicial Department shall incur no financial responsibility or liability in connection with the purchase by another public agency. Each public agency shall accept sole responsibility for its own order placement and payments to the successful Respondent.
4. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the Judicial Department. Any amendment or interpretation that is not in writing shall not legally bind the Judicial Department.
5. **CANCELLATION:** This solicitation may be cancelled in whole or in part either before or after opening at any time prior to execution of the contract, or issuance of a Purchase Order. The Judicial Department may cancel the solicitation for reasons listed below, including but not limited to:
 - A. The supplies or services being procured are no longer required;
 - B. Funds for the procurement will not be available;
 - C. The solicitation contained ambiguous or inadequate specifications;
 - D. The solicitation did not provide for consideration of all significant factors;
 - E. Prices exceed available funds, and it would not be appropriate to adjust quantities or qualities to come within available funds;
 - F. All otherwise acceptable responses received are at clearly unreasonable prices, or;
 - G. There is reason to believe that the solicitation may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
6. **RESPONDENT RESPONSIBILITY:** Each Respondent shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a Respondent to become acquainted with existing

conditions shall not provide relief of any obligation with respect to this solicitation or to the contract.

7. **REJECTION**: The Judicial Department reserves the right to reject any submission that contains prices for individual commodities or services that are unreasonable when compared to the same or other submissions if such action is in the best interest of the Judicial Department.
8. **COMPETITION**: This solicitation is intended to promote open competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested supplier to notify the Judicial Department in writing. Written notification must be received five (5) days prior to the submission opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
9. **WAIVER**: The Judicial Department reserves the right to waive any Instruction to Respondents, General or Special Provision, General or Special Condition or Specification deviation in accordance with rules established in the Colorado Judicial Department Procurement Manual.
10. **RESPONSE MATERIAL OWNERSHIP**: All material submitted regarding this solicitation becomes the property of the Judicial Department and will only be returned to the Respondent at the Judicial Department's option.
11. **BID/PROPOSAL COSTS**: The Judicial Department is not liable for any cost incurred by Respondents prior to issuance of a contract or purchase order.
12. **ADDITIONAL DATA**: The Respondent should submit any additional information or data not requested in this solicitation which the Respondent believes should be considered in the evaluation of a response.
13. **F.O.B. POINT**: All prices bid shall be F.O.B. Destination.
14. **SPECIFICATION REQUIREMENT**: All submissions must meet or exceed the specifications provided herein. Evaluation of the extent to which submissions meet specifications will be performed solely and determined solely by the Judicial Department.
15. **INSURANCE REQUIREMENTS**: Within fourteen (14) days of the Judicial Department's award to the successful Respondent, said Respondent shall secure the types and amounts of Insurance set forth within the draft contractor agreement. If the successful Respondent is unable to secure the required insurance, the Judicial Department reserves the right to revoke the award and award the agreement to the next highest ranked Respondent, to negotiate with any Respondent regarding the services that are subject of this solicitation, or to take any other action that is in the best interest of the Judicial Department. Respondent is not required to submit proof of insurance in its response.

BY SUBMITTING A SOLICITATION RESPONSE, THE RESPONDENT ACKNOWLEDGES THAT RESPONDENT HAS READ THE ENTIRE SOLICITATION AND AGREES TO ACCEPT ITS PROVISIONS AND CONDITIONS