

II RULES GOVERNING COMPETITION

A. IDENTIFICATION AND CLASSIFICATION OF IFB REQUIREMENTS

1. Requirements:

The State has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple future) in the Request For Proposal (IFB) indicates a requirement or condition from which a deviation, if not material, may be waived by the CBSC. The use of "supplier" shall mean any bidder and prospective contractor potentially receiving an award as a result of this IFB. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items proposed, amount paid to the bidder, or on the cost to the CBSC. Material deviations cannot be waived.

2. Desirable Items:

The words "should" or "may" in the IFB indicate desirable attributes or conditions, but are nonmandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

B. PROPOSAL REQUIREMENTS AND CONDITIONS

1. General:

This IFB, the evaluation of responses, and the award of any resulting contract shall be made in conformance with current competitive proposal procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Final Proposal is an irrevocable offer for 45 days following the scheduled date for contract award specified in Paragraph G, Section I of this IFB. A bidder may extend his offer in the event of a delay of contract award.

2. IFB Documents:

This IFB includes, in addition to an explanation of the CBSC's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and PA to be executed between the CBSC and the successful bidder.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the bidder shall immediately notify the CBSC of such error in writing and request clarification or modification of the document. Modifications will be made by addenda issued pursuant to Paragraph B-8, Addenda, below. Such clarifications shall be given by written notice to all parties who have been furnished an IFB for proposal purposes, without divulging the source of the request for same. Insofar as practicable, the CBSC will give such notices to other interested parties, but the CBSC shall not be responsible therefore.

If the IFB contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall propose at its own risk. If the bidder fails to notify the CBSC of the error prior to the date fixed for submission of final proposals, and is awarded the PA, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

The word "bid" in this IFB is intended to be equivalent to "proposal," "propose" or "proposed" as appropriate. Similarly, "bidder" is intended to mean "proposer," etc.

3. Examination of the Work:

The bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the bidder, and should become fully aware of the nature, location and time elements of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in this IFB Section V, Administrative Requirements.

4. Questions Regarding this IFB:

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive proposal process may request clarification by submitting questions, with the envelope clearly marked "Questions Relating to IFB CBSC 2001A" addressed to the Contact listed in Paragraph F of Section I of this IFB. To ensure a response, questions must be received in writing by the scheduled date(s) listed in Section I Paragraph G of this IFB. Question and answer sets will be provided to all bidders without identifying the submitters.

A bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that bidder's proposal and which, if disclosed to other bidders, would expose that bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Paragraph G of Section I of this IFB, to ensure a response. The bidder must explain why any questions are sensitive in nature. If the CBSC concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept confidential. If the CBSC does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

If the bidder believes that one or more of the IFB requirements are onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the fact(s) substantiating this belief and reason(s) for making the recommended change. Such request must be submitted to the Contact identified in Paragraph F, Section I of this IFB by the date specified in Paragraph G, Section I of this IFB for submitting a request for change.

5. Oral Communications:

Oral statements and/or communications and/or agreements by any Parties concerning any portion of this IFB shall not be binding on the CBSC or bidders and shall in no way excuse a bidder from any obligations set forth in this IFB.

6. Bidders' Conference:

A Bidders' Conference may be held, during which bidders will be afforded the opportunity to meet with CBSC personnel and discuss the content of this IFB and the procurement process. Notification of the time and place of such conference, if held, will be sent to all bidders receiving this IFB for proposal purposes. Written questions received prior to the cutoff date for submission of such questions, as noted in Item G of Section I of this IFB, will be answered at the conference without divulging the source of the inquiry.

The CBSC may also accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Those portions of the conference which contain the questions and appropriate answers, will be summarized and transmitted within approximately ten (10) working days to all bidders who have been furnished this IFB for proposal purposes. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the written summary.

7. Intention to Submit a Bid:

Bidders who have been furnished a copy of this IFB for bidding purposes are asked to state their intention to submit a bid by the date specified in Item G of Section I of this IFB. The CBSC is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements which cannot be met or unusual terms and conditions which arbitrarily raise costs or otherwise discourage bids. Bidders are asked to categorize their intent as follows:

- a. Intends to submit a bid and has no problem with the IFB requirements.
- b. Intends to submit a bid, but has one or more problems with the IFB requirements for reason(s) stated in this response.
- c. Does not intend to submit a bid for reason(s) stated in this response and has no problem with the IFB requirements.
- d. Does not intend to submit a bid because of one or more problems with the IFB requirements for reason(s) stated in this response.

If Bidders have indicated significant problems with the IFB requirements, the CBSC will examine the stated reason(s) for the problems and will attempt to resolve any issue(s) in contention, if not

contrary to the CBSC's interest, and will amend the IFB if appropriate. All bidders who have been furnished a copy of this IFB for bidding purposes will be advised by the CBSC of any action(s) taken as a result of the suppliers' response(s). If after such action(s), a supplier determines that the requirements of the IFB unnecessarily restrict its ability to bid, the supplier is allowed five (5) working days to submit a protest to those IFB requirements or the CBSC's action according to the instructions contained in Section II Paragraph E.1 of this IFB.

Hereafter, for the purposes of the instructions of this IFB, all bidders who have indicated their intent to submit a Final Bid are called Bidders until such time that the Bidder withdraws or other facts indicate that the Bidder has become nonparticipating.

8. Addenda:

The CBSC may modify this IFB prior to the date fixed for submission of Final Proposals by issuance of an addendum to all parties who are participating in the proposal process at the time the addendum is issued, unless the amendments are such as to offer the opportunity for non-participating bidders to become participating, in which case the addendum will be sent to all parties receiving the IFB for proposal purposes. Each Addenda will be numbered consecutively. If any bidder determines that an addendum unnecessarily restricts its ability to propose, the bidder is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Section II Paragraph E.1 of this IFB.

9. Joint Bids:

A joint bid (two or more Bidders quoting jointly on one bid) may be submitted and each participating Bidder must sign the joint bid. If the PA is awarded to joint Bidders, it shall be one indivisible contract. Each joint Bidder will be jointly and severally responsible for the performance of the entire PA, and the joint Bidders must designate, in writing, one individual having authority to represent them in all matters relating to the PA.

10. Air or Water Pollution Violations

Unless the contract is less than \$5,000 or with a sole source Contractor, Government Code Section 4477 prohibits the CBSC from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board (Boards) to notify State agencies of such persons.

Prior to an award, the CBSC shall ascertain if the intended Contractor is a person/entity included in notices from the Boards by reference to notices. In the event of any doubt of the intended Contractor's identity or status as a person who is in violation of any State or federal air or water pollution law, the CBSC will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the CBSC that the intended awardee is such a person/entity.

No award will be made to a person/entity who is identified - either by the published notices or by advice - as a person in violation of State or federal air or water pollution control laws.

11. Fair Employment and Housing Commission Regulations:

The California Government Code Section 12990 requires all State Contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State Contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any Bidder so identified is ineligible to enter into any State contract.

C. PROPOSAL STEPS

1. General:

The procurement process to be used in this award is composed of at least one phase of bid development. There is always a Final Phase, which may include a Draft Bid and revisions, and will always include a Final Bid. Prior to the Final Phase, there may be a Compliance Phase. The possible steps of the Compliance Phase are a Draft Proposal, and revisions of either or both. A description of these phases and their steps follows.

The Final Bid is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement process to increase the chance of submitting a compliant Final Bid. Cost and Pricing information submitted in any submission other than the Final Bid may preclude the Bidder from continuing in the process.

2. Compliance Phase:

The Compliance Phase is a repetitive, conversational mode of proposal and contract development. It requires the CBSC, working together in confidence with each Bidder, to assess and discuss the viability and effectiveness of the Bidder's proposed methods of meeting the CBSC's needs as reflected in this IFB. It is a departure from the rigid "either accept or reject" philosophy of traditional competitive bidding, yet it is highly competitive in nature. It provides the flexibility needed for the Bidder to test a solution prior to formal submittal of the Final Bid, and it facilitates the correction of defects before they become fatal to the bid. The steps may include the submission of a Draft Proposal by the Bidder, Confidential Discussions of the Bidder's proposal(s) and written Discussion Memorandum as to the correction of defects and the CBSC's acceptance of such changes.

a. Draft Proposal

The optional Draft Proposal allows each Bidder to provide a general concept of a proposal with just enough detail to enable the evaluators to determine if the Bidder is on the right track toward meeting the functional requirements as stated in this IFB and, if not, where the Bidder must change a concept. This step invites the Bidder to be as innovative as the IFB requirements allow in eliminating unnecessary constraints.

b. Evaluation of Optional Draft Proposals and Discussion Agenda

Upon receipt of the Draft Proposals, the evaluation team will review each proposal in accordance with the evaluation methodology outlined in Section II Paragraph C.7 of this IFB for the purpose of identifying areas in which the proposal is nonresponsive to a requirement, is otherwise defective, or in which additional clarification is required in order that the CBSC may fully understand the ramifications of an action proposed by the Bidder. As a result of this evaluation, the evaluation team will prepare an agenda of items to be discussed with the Bidder, and will normally transmit the agenda to the Bidder at least two working days before the scheduled meeting. The agenda may also include, in addition to the identification of discovered defects, a discussion of the Bidder's proposed supplier support, implementation plans, validation plans, demonstration plans and proposed contracts, as appropriate.

c. Confidential Discussion with Each Bidder (Optional)

In accordance with the discussion agenda, the evaluation team will meet with each Bidder for the purpose of discussing the Draft Proposal (as the case may be) in detail. The Bidder may bring to the discussion those persons who may be required to answer questions or commit to changes. As the first order of business, the Bidder may be asked to give a short proposal overview presentation. To the maximum extent practical, the Bidder will address the major concerns of the evaluation team, as expressed in the Discussion Agenda, and should be prepared to answer any questions that may arise as a result of the presentation. The participants will then proceed to discuss each of the agenda items.

The CBSC will not make counter proposals to a Bidder's proposed solution to the IFB requirements. The CBSC will only identify its concerns, ask for clarification, and express its reservations if a particular requirement of the IFB is not, in the opinion of the CBSC, appropriately satisfied. The primary purpose of this discussion is to ensure that the Bidder's Final Bid will be responsive.

If any contractual items have a bearing on, or are affected by, the content of the proposal, such matters may be discussed in an effort to reach agreement. (As a concurrent activity, the Bidder and the CBSC will have been working together to negotiate the proposed PA which will become operative if the Bidder's Final Bid is accepted by the CBSC. Further discussion of the contractual aspect of this procurement is contained in Section II Paragraph D of this IFB)

d. Discussion Memorandum

Throughout the Confidential Discussion, a written record will be kept of all items discussed, their resolution, and any changes the Bidder intends to make and the CBSC's acceptance of such changes. If the Bidder's proposal, with the agreed-to changes, is acceptable to the CBSC, such acceptance shall be noted. If agreement has not been reached on all matters during the initial discussion, such will be noted with a specific plan for resolution before the next step.

These resolutions and agreements will be prepared in final form as a Discussion Memorandum

(which will be the official CBSC documentation of the discussion), and will be mailed to the Bidder normally within two working days of the discussion. If the discussion is not completed in one meeting and is continued in subsequent meetings, the Discussion Memoranda will follow the meeting at which the discussion is concluded. If a Bidder discovers any discrepancy, omission, or other error in the memorandum, the Bidder shall immediately notify the CBSC of such error in writing and request clarification or correction.

3. Final Phase:

The purpose of the Final Phase is to obtain bids that are responsive in every respect:

a. Final Bid

The Final Bid must be complete, including all pricing information, required signatures, contract language changes agreed to in writing and corrections to those defects noted by the CBSC in its review of the Draft Bid.

4. Confidentiality:

FINAL BIDS ARE PUBLIC UPON OPENING; HOWEVER, THE CONTENTS OF ALL PROPOSALS, DRAFT BIDS, CORRESPONDENCE, AGENDA, MEMORANDA, WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BIDDER'S PROPOSAL SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BIDDERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" AND/OR "PROPRIETARY" IN A FINAL BID WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE CBSC NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE BID. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE BIDDER IS A BASIS FOR REJECTING THE BIDDER'S PROPOSAL AND RULING THE BIDDER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED.

5. Submission of Proposals:

The instructions contained herein apply to the Final Proposal. They also apply to the Draft Proposal, except as noted.

a. Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Expensive bindings, colored displays,

promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE IFB INSTRUCTIONS, RESPONSIVENESS TO THE IFB REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

As stated above, the CBSC's evaluation of the optional Draft Proposals is preliminary. Therefore, Bidders are cautioned to not rely on the CBSC, during these evaluations and reviews, to discover and report to the Bidders all defects and errors in the submitted documents. Before submitting each document, the Bidder should carefully proof his proposal for errors and adherence to the requirements of this IFB.

b. Bidder's Cost

Costs for developing proposals and bids are the responsibility entirely of the Bidder and shall not be chargeable to the CBSC.

c. Completion of Proposals

Proposals must be complete in all respects as required by this IFB. A Final bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the requirements of this IFB.

d. The Final Bid must contain all of the following items:

- Bidder identification with name, address, phone, FAX, and contact person w/e-mail address
- A description of Bidder's experience in producing and distributing similar publications
- A description of Bidder's capabilities to distribute and sell the publications in the PA
- A description of Bidder's personnel who will be working on this PA
- A description of Bidder's physical plant to produce the publications
- A certification that Bidder has the personnel and equipment to complete the PA on time
- References consisting of previous customers for similar services with names & phone Nos.
- A list of subcontractor(s) or secondary vendor(s) Bidder will use
- The retail pricing for each individual Part the publications which are the subject of the PA
- The signature of the Bidder certifying that he/she has the authority to submit such a bid

e. False and/or Misleading Statements

Bids which contain false and/or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the CBSC, such information was intended to mislead the CBSC in its evaluation of the bid, and the attribute, condition, or capability which is a requirement of this IFB, it will be the basis for rejection of the bid.

f. Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) shall be signed by an individual who is authorized to contractually bind the Bidder. The signature must indicate the title or position that the individual holds. An unsigned Final Bid shall be rejected.

The optional Draft Bid must also contain the cover letter similarly prepared, including the name and title of the person who will sign, but need not contain the signature. The optional Draft Proposal need not contain the cover letter and the PA.

g. Delivery of Proposals

Mail or deliver four copies of the proposals to the Contact listed in Section I Paragraph F of this IFB. If mailed, use certified or registered mail with a return receipt requested.

The four copies of the bid must be received not later than the time and date and times specified in Section I Paragraph G of this IFB. One copy must be clearly marked "Master Copy." All bids must be under sealed cover which is to be plainly marked "FINAL BID for IFB BSC 2001A". Final Bids not received by the date and time specified in Section I Paragraph G of this IFB, or not sealed, will be rejected.

If discrepancies are found in any of the bid copies, the Master Copy shall prevail. If one copy of the Final Bid is not clearly marked "Master Copy," the CBSC may reject the bid; however, the CBSC may, at its sole option, immediately after bid opening, select and mark one copy as the Master Copy.

h. Withdrawal and Resubmission/Modification of Proposals and Bids

A Bidder may withdraw its Draft Proposal, at any time by written notification. A Bidder may withdraw its Final Bid at any time prior to the bid submission time specified in Section I Paragraph G of this IFB by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section II Paragraph C.5.f of this IFB. The Bidder may thereafter submit a new or modified bid prior to the bid submission time and date deadline in Section I Paragraph G of this IFB. Modification offered in any other manner, oral or written, will not be accepted nor considered. Final Bids cannot be changed or withdrawn after the time and date designated for receipt, except as provided in Section II Paragraph C.7.d of this IFB.

6. Rejection of Bids:

The CBSC may reject any or all bids and may waive any immaterial deviation or defect in a bid. The CBSC's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB provisions if awarded the PA.

7. Evaluation and Selection Process

a. General

Proposals and bids will be evaluated according to the procedures contained in this Paragraph of this IFB.

b. Evaluation Questions

During the evaluation and selection process, the CBSC may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing.

c. Demonstration

This procurement may require a demonstration of the Bidder's response to specific requirements (including benchmark requirements) in order to verify the claims made in the bid, corroborate the evaluation of the bid in which case prior notice will be given. The Bidder must make all arrangements for demonstration facilities at no cost to the CBSC. The location of the demonstration will be Sacramento, California and will be attended at the CBSC's expense. The CBSC reserves the right to determine whether or not a demonstration has been successfully passed.

d. Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the CBSC may, at its sole option, retain the bid and make certain corrections.

In determining if a correction will be made, the CBSC will consider the conformance of the bid to the format and content required by this IFB, and any unusual complexity of the format and content required by this IFB.

- (1) If the Bidder's intent is clearly established based on review of the complete Final Bid submittal, the CBSC may, at its sole option, correct an error based on that established intent.
- (2) The CBSC may, at its sole option, correct obvious clerical errors.
- (3) The CBSC may, at its sole option, correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete bid submittal. The Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated.
- (4) In the event an ambiguity or discrepancy between the general requirements described in this IFB and the specific technical requirements set forth in the PA is detected after the opening of bids, said PA and the bidder's response thereto, shall have priority. Refer to

Section II Paragraph B-2 of this IFB requiring immediate notification to CBSC contact when any ambiguities, conflicts, discrepancies, omissions, or other errors are discovered.

8. Award of PA:

Award of PA, if made, will be made to a responsible Bidder following CBSC's evaluation of all of the bid contents as specified in Section II Paragraph C.5.d of this IFB as long as the Final Bid complies with all the requirements of this IFB documents and any addenda thereto, except for such immaterial defects as may be waived by the CBSC. Award, if made, will be made within fifteen (15) days after the scheduled date for PA Award specified in Section I Paragraph G of this IFB. A Bidder may extend that offer beyond 15 days in the event of a delay of PA Award.

The CBSC reserves the right to determine the successful Bidder, either on the basis of individual items or on the basis of all items included in this IFB, unless otherwise expressly provided in this IFB.

Unless the Bidder specifies otherwise in its bid, the CBSC may accept any item or group of items of any bid.

The decision of the CBSC shall be final.

The CBSC reserves the right to modify or cancel in whole or in part this IFB.

Written notification of the CBSC's intent to Award will be made to all Bidders.

The CBSC will transmit four (4) copies of the PA with a Letter Of Award to the Contractor. The individual identified in the cover letter as the bidder's authorized signatory shall sign all four copies with original signatures and return them to the CBSC who will then return two fully executed PA's to the Contractor. The PA is considered executed upon CBSC's mailing the Letter Of Award accepting the Bidder's proposal.

9. Debriefing:

A debriefing may be held after PA Award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications or requirements or the Contract Award.

D. CONTRACT FORM

1. Contract Form:

The proposed PA with its Attachemts for this IFB are included as a part of this IFB and, by this reference , included herein as if herein written.

E. OTHER INFORMATION

1. Protests:

Before any protest is submitted regarding any issue other than selection of the "successful Bidder," the Bidder must make full and timely use of the procedures described in Section II of this IFB to resolve any outstanding issue(s) between the Bidder and the CBSC. The procurement procedure is designed to give the Bidder and the CBSC adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the CBSC after exhausting these procedures. In such cases, a protest may be submitted according to the procedure below.

If a Bidder has submitted a proposal which it believes to be totally responsive to the requirements of this IFB and to be the proposal that should have been selected according to the Evaluation and Selection Process procedure in Section II Paragraph C.7 of this IFB, and the Bidder believes the CBSC has incorrectly selected another Bidder for the award, the Bidder may submit a protest of the selection as described below by the deadline set in Section I Paragraph G of this IFB.

All protests must be made in writing, signed by an individual authorized under Section II Paragraph C.5.e of this IFB and contain a statement of the reason(s) for the protest; citing the law(s), rule(s), regulation(s) and/or procedure(s) on which the protest is based. The protester must provide specific facts and evidence to support each claim.

Any protests must be mailed or delivered to:

Mr. Ramon de la Guardia
Deputy Attorney General
Department of Justice
1300 I Street, Suite 1101
P.O. Box 944255
Sacramento, CA 94244-2550

2. News Releases:

Any publication(s) or news release(s) relating to an PA resulting from this IFB shall not be made without prior written approval of the Contact listed in Section I Paragraph F of this IFB.

3 Disposition of Proposals:

All materials submitted in response to this IFB will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. The Master Copy shall be retained for official files and will become a public record after the date and time for Final Proposal submission as specified in Section I Paragraph G of this IFB. However, confidential financial information submitted in support of the requirement to show Bidder responsibility shall remain confidential and will be returned upon written request by bidder.