

REQUEST FOR PROPOSAL

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

CLOSED CAPTIONING SERVICES FOR THE JUDICIAL BRANCH
OF CALIFORNIA

RFP NUMBER: BAP-2020-14-DM

PROPOSALS DUE: FEBRUARY 26, 2021 NO LATER THAN 2:00 P.M. PACIFIC
TIME

1.0 BACKGROUND INFORMATION

- 1.1. Judicial Council of California. The Judicial Council of California, hereinafter referred to as “JCC,” “Judicial Council” or “the council,” chaired by the Chief Justice of California, is the primary policy making agency of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The JCC’s staff assists both JCC and its chair in performing their duties for the purpose of this Request for Proposal (RFP).
- 1.2. The Superior Court system in California comprises **58 trial courts**, 1 in each county. Trial courts provide a forum for resolution of criminal and civil cases under state and local laws. As used within this RFP, the term “**trial court**” is used synonymously with **Superior Court or Court**.
- 1.3. This RFP is being issued by the Judicial Council, on behalf of itself, the **Supreme Court of California, the Courts of Appeal, the Habeas Corpus Resource Center** and the **58 Superior Courts of California** (collectively, “Judicial Branch Entities,” or “JBEs” and individually, a “JBE,” or “trial court”)
- 1.4. The JCC seeks the services of a qualified vendor to provide full scale, real-time verbatim closed-captioning services to the **Judicial Council, the Supreme Court of California, the Courts of Appeal, the Habeas Corpus Resource Center** and the **58 Superior Courts of California**. The services will include full scale, real-time verbatim closed captioning of proceedings and other live and pre-recorded meetings, media, and forums including but not limited to those described below in **section 2.0** (Description of Services and Process) of the RFP. The Judicial Branch Entities will be under no obligation to participate in any resulting Master Agreement or to issue any Work Orders under any resulting master agreement.

The Judicial Council has estimated its requirements for Captioning Services to be up to, but not limited to, **150 hours** of Captioning Services for each one-year period. Distribution of these hours over the calendar year will be variable and generally, unpredictable. This estimate does not include potential Captioning Services for the other JBEs. An example of the Judicial Council’s captioning needs in 2021 is provided below.

Note that the contract period will begin July 2021, and prior dates serve to illustrate an annual example only.

Supreme Court events: Note that these are reserved dates. As the events get closer the Supreme Court usually reduces the days down from 5 days to 3, 2, or 1 day of oral argument and captioning is typically 6 hours/day.

January 4-8, 2021
February 1-5, 2021
March 1-5, 2021
April 5-9, 2021
May 3-7, 2021
May 17-21, 2021
June 1-4, 2021
September 7-10, 2021
October 4-8, 2021
November 1-5, 2021
December 6-10, 2021

Judicial Council events: (Note that these usually only need captioning on one of the reserved days for 2-5 hours.)

January 21-22, 2021
March 11-12, 2021
May 20-21, 2021
July 8-9, 2021
September 30-October 1, 2021
November 18-19, 2021

- 1.5. The Judicial Council anticipates awarding a master agreement for an initial **three-year term**, with two consecutive one-year options for a potential maximum of five years (“Master Agreement”). Each of the two option terms may be exercised at the Judicial Council’s sole discretion. Any resulting contract is estimated to be effective from **July 1, 2021** through **June 30, 2024**.
- 1.6. Captioning Services must be performed in the United States and provided by a Vendor who has a presence in the United States.
- 1.7. Capitalized terms used throughout this RFP are defined in the context of the RFP or in **section 9.0** (Defined Terms).

2.0 DESCRIPTION OF SERVICES AND PROCESS

- 2.1 The purpose of this RFP is to provide the JBEs with full scale, real-time verbatim closed-captioning services as further described herein (“Services”). Captioning services must meet Americans with Disabilities Act requirements and improves viewer comprehension and engagement.
- 2.2 JBEs may elect, but are not required, to purchase Services under the Master Agreement. JBEs that elect to purchase Services under the Master Agreement will enter into a **Participating Addendum**, substantially in the form of the sample Participating Addendum provided in **Attachment 2** (Judicial Council Standard Terms and Conditions) with the vendor.
- 2.3 Based on the terms and conditions of the Master Agreement, each Participating Addendum will set forth the specific **services, deliverables, schedule**, and any specific requirements (such as invoicing) for the individual JBE. Each Participating Addendum will constitute a separate independent contract between the vendor and the JBE signing the Participating Addendum.
- 2.4 The Master Agreement will be nonexclusive. The JCC may have other agreements for the same or similar services, and each JBE reserves the right to provide or have others provide the same or similar services.
- 2.5 During the term of the Master Agreement, vendor must provide an account manager to oversee the agreement, captioning requests, billing, and be responsive to any technical or customer service needs that arise. Vendor must be able to provide **on-call technical support** during live caption events; and program manager shall be available during conventional business hours, generally between **8:00 a.m.** and **5:00 p.m.** Pacific Time, Monday through Friday.
- 2.6 Vendor shall sign-in to live caption events at least **10 minutes** prior to the scheduled starting time and shall stay on until its conclusion, even if it runs longer than the scheduled time.
- 2.7 Vendor must invoice according to specific assignments and Accounting Codes provided by any resulting Work Order or Purchase Order.

3.0 JUDICIAL COUNCIL CURRENT SYSTEM AND RESPONSIBILITIES

3.1 System and Process:

Captions are assigned a unique permanent Uniform Resource Locator (URL) that is used for stand-alone captions via browser as well as one that is embedded within the player template in Granicus. The former provides user options for view, display, and copying. The latter pushes the streaming caption words into a section of the player template. Each unique Judicial Council User Group or JBE User Group (User Group) will be assigned a set of permanent URLs by the vendor. The Vendor will create a new set of permanent URLs when a new User Group requires Captioning Services for the first time. The vendor will monitor real-time live streaming events via a webcast link or conference phone line.

3.2 The JBE requesting the Captioning Services will provide or make available to the vendor the following products and/or services in order to assist vendor to provide the Captioning Services and the specific deliverables requested:

- A. JBE will provide to the vendor, for real-time, live captioning events a video signal/link or an audio signal via conference phone line(s). JBE may provide a participant list and lexicon in advance of the project.
- B. For pre-recorded events/projects: JBE may provide a participant list and lexicon in advance of the project.

3.3 The accuracy of Captioning Services provided under the Master Agreement will be the sole responsibility of the vendor; however, the JBE may evaluate and monitor accuracy of captions and transcripts.

4.0 VENDOR AND CAPTIONING REQUIREMENTS

4.1 The JBEs do not have a standard software that is utilized throughout the judicial branch and each JBE will determine the software that it elects to use. The Judicial Council uses the software described in **section 4.6** below. Award of a Master Agreement will be determined based on the current requirements of the Judicial Council which are described in this RFP. In the event the Judicial Council's current system(s) are replaced or upgraded with a new one, the successful Vendor awarded a Master Agreement shall ensure that equipment used to close-caption the Events/Projects is compatible with any replaced, upgraded or new unit. A vendor that is awarded a Master Agreement as a result of this RFP will provide Captioning Services, as requested, to the individual JBEs that utilize a software and equipment that is compatible with the vendor's services.

- 4.2 The JBEs require that each distinct User Group seeking captioning be assigned a permanent and unique URL address for the caption stream that is dedicated to those projects. Each vendor shall demonstrate and explain its ability to meet this requirement.
- 4.3 The vendor shall provide Captioning Services in **English** and **Spanish**, simultaneously for real-time captions, as requested.
- 4.4 The vendor must provide **remote Captioning Services** by following a video signal that is streamed live online and an audio signal via telephone line(s).
- 4.5 Vendor must provide captioning to a real-time streaming web page, and to a live caption area within the event streaming page.
- 4.6 Vendor must have the technical compatibility with the Judicial Council's live streaming software in order for the caption stream URL to be inserted into a player template including Granicus, so that live captioning can be viewed within the live stream player during the Event, when accessed from the Judicial Council's event page.
- 4.7 Vendor must be able to provide captioning at the average rate between 225 to 250 words per minute for Events and Projects.
- 4.8 Captions must match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible. The Captioner may not paraphrase, must use proper spelling, spacing between words, capitalization, and punctuation.
- 4.9 Captions must coincide with their corresponding spoken words and sounds to the greatest extent possible and must be displayed on the screen at a speed that can be read by viewers.
- 4.10 Captions must run from the beginning to the end of the program.
- 4.11 We recognize there may be a slight delay in the delivery of captions for live real-time events; however, the delay in the presentation of live captions should be kept to a minimum, consistent with an accurate presentation of what is being said and the overall goal of ensuring that captions enable viewers to follow the event.
- 4.12 The vendor must provide a high degree of accuracy in Captioning Services; both Events and Projects. Accuracy rate must be **95 percent or greater**. Near-flawless accuracy is of the highest importance. Americans with Disabilities Act guidelines specifically state that persons with disabilities must be given "effective communication that offers full and equal enjoyment." The quality of information that is provided must be of equal quality to that offered to people without disabilities.

4.13 Computer Generated Captioning

- A. Live Real-Time Events (referred to as “Events” in **section 9.0**, Defined Terms): Vendor is not authorized to use speech recognition or computer captioning software in fulfilling live, real-time event Work Orders.
- B. Project (non-Live/pre-recorded Real-Time Events, referred to as “Projects” in **section 9.0** Defined Terms): Vendor is authorized to use speech recognition or computer captioning software in fulfilling pre-recorded Work Orders, and the accuracy rate must be 99.9 percent.

5.0 Key Personnel

5.1 Captioners

- A. Vendor’s staff providing live, real-time captioning services must hold a current certification from **Certified CART Providers or Certified Broadcast Captioners**, or other institutions that meet the standards of the National Court Reporters Association (<http://www.ncra.org>).
- B. Vendor’s staff shall have five or more years of live, real-time captioning experience and familiarity with legal terminology is preferred.
- C. The vendor will maintain a list of Captioners that provide both:
 - 1) satisfactory and 2) unsatisfactory Captioning Services, according to feedback from the JBEs. The vendor may not utilize Captioners placed on the “unsatisfactory Captioning Services” list to fulfill future JBE Work Orders under the Master Agreement.

5.2 Account Manager: Vendor will designate a single-point-of-contact who will serve as the primary Account Manager to oversee and coordinate Captioning Services, provide technical assistance to Judicial Council and Superior Court staff, receive billing inquiries and assist in billing dispute resolution, and manage requirements of the Master Agreement on behalf of vendor (“Account Manager”). The Account Manager will be available during conventional business hours, Monday – Friday 8:00 am – 5:00 pm Pacific Time. A back-up or secondary Account Manager is preferred if the primary Account Manager is not available.

5.3 The Account Manager will be responsible for responding in a timely manner to complaints or other notices or advice regarding inaccuracies in closed captioning.

6.0 DELIVERABLES

- 6.1 Captioning and transcripts must be a word-for-word representation of the project's audio, even if they are grammatically incorrect or the speaker false starts or changes direction mid-sentence.
- A. The quality of captioning and unedited transcripts must not exceed an error rate of five percent (5%) for the duration of live real-time events.
 - B. The quality of captioning and edited transcripts must not exceed an error rate of 0.1 percent (.1%) for pre-recorded projects.
 - C. The accuracy of Captioning Services provided under the Master Agreement will be the sole responsibility of the vendor. Vendor must explain how accuracy rating is monitored and determined for both captioning and transcripts.
- 6.2 Captioning with Unedited Caption Transcript Files.

The vendor must have a fixed hourly rate for Captioning Services that come with unedited captioning transcript, inclusive of .smi or .srt, and .docx (or equivalent) file types. The vendor must provide, at no additional charge, an unedited captioning transcript which will be emailed to the JBE **no later than one Business Day** after conclusion of live real-time events. Unedited transcripts shall be provided to the JBE, upon request, up to one (1) year after the date of the event at no additional cost.

- 6.3 Captioning with Edited Caption Transcript Files
- A. The vendor shall provide edited caption transcripts in an accepted file format. Edited caption transcripts must be in the **English** language. The vendor must have a fixed hourly rate for Captioning Services that come with edited caption transcripts, inclusive of .smi or .srt and .docx (or equivalent) file types.
 - B. The vendor may be required to provide edited caption transcripts in **Spanish, Vietnamese, Cantonese, Tagalog, and Mandarin**, which must be in a required file format. The vendor must have a fixed hourly rate for Captioning Services that come with edited caption transcripts, by language inclusive of .smi or .srt and .docx (or equivalent) file types.
 - C. Edited caption transcripts and files must be completed and delivered to the JBE **within one (1) business day** per hour of live real-time captioning; or pre-recorded project work.

For example:

Five-hour live real-time captioning event:

5-hour event x 1 Business Day per hour/event = edited caption transcripts due to JBE in 5 Business Days.

- D. All edited transcripts, inclusive of all file types and languages on the Work Order shall be provided to JBE, upon request, **after the date of the event and for up to one (1) year at no additional cost.**
 - E. The vendor must be able to produce edited caption transcripts from unedited caption transcripts for an **additional fixed hourly rate**, inclusive of .smi/.srt and/or .docx (or equivalent) file type. Requests for this post-event activity will be requested via Work Order and follow timeframes for pre-recorded work projects.
- 6.4 The caption transcripts, both edited and unedited, must be provided in the following professional formats:
- A. docx format or Microsoft Word manufacturer's current version and two previous versions, and
 - B. .smi. or .srt, depending on video player requirements.
- 6.5 Usage Tracking Reports: the vendor is to provide Usage Tracking Reports (UTR) on an ad hoc report basis at no cost, as requested by each JBE. UTR's shall be able to track:
- A. Number of Work Orders,
 - B. Accounting Codes utilized by the JBE under the Master Agreement,
 - C. Amount expended by the JBE under the Master Agreement by the JBE's fiscal year or calendar year,
 - D. Number of hours of captioned events,
 - E. Number of hours of captioned events and edited transcripts,
 - F. Number of hours of captioned pre-recorded events/projects,
 - G. Names of the events or media captioned and/or edited,
 - H. Custom reports populated by key-word search, and
 - I. Number of captioning views (Captioning Viewer Data/Analytics).
- 6.6 The vendor will be able to complete Work Orders **within three (3) Business Days** of a request via substantially complete Work Order. Both the vendor and the JBE requesting the Service will strive to provide complete, accurate information and any technical assistance necessary to ensure Work Orders are fulfilled in a timely manner. The vendor should accommodate Work Orders submitted fewer than three (3) Business Days prior to the caption event date.

7.0 ORDERING PROCESS

- 7.1 The JBE may assign User Groups according to Accounting Codes.
- 7.2 Each JBE, and in the case of the Judicial Council, each User Group is responsible for submission of their own Work Orders for Captioning Services to the vendor's Account Manager. The Account Manager will work with the contact on each Work Order to troubleshoot, clarify any requests, and ensure a complete Work Order is submitted.
- 7.3 The vendor will fulfill requests for Captioning Services within **three (3) Business Days** of the request via a Work Order. All completed Work Orders will meet the requirements of this RFP.
- 7.4 Work Orders may be submitted by the JBEs to vendor via email, or other electronic means in writing.
 - A. The JBE will provide the following information:
 1. JBE User Group and Accounting Code;
 2. JBE contact for Work Order;
 3. Date Work Order submitted to vendor;
 4. Designation of live, real-time event or pre-recorded project;
 5. Date of requested service;
 6. Name of event;
 7. Event date and scheduled run-time (live, real-time events); or run-time for pre-recorded projects;
 8. Indication if the Work Order request is standard (more than three Business Days before the event); or urgent (three or less Business Days before the event);
 9. Language(s) for captions:
 - a. **English,**
 - b. **Spanish,**
 - c. **Vietnamese,**
 - d. **Cantonese,**
 - e. **Tagalog, and/or**
 - f. **Mandarin;**
 10. File type(s) required:
 - a. .docx format or Microsoft Word manufacturer's current version and two previous versions,

- b. .smi format
 - c. .srt format
11. Type of captioning transcription and editing requested:
 - a. Captioning live, real-time; unedited caption transcript,
 - b. Captioning live, real-time; edited caption transcript,
 - c. Captioning pre-recorded event,
 - d. Captioning transcript; post-event, unedited, or
 - e. Captioning transcript; post-event, edited;
 12. Authorized Signature (hard-copy signature or email from signatory);
 13. The JBE may attach a participant list and lexicon in advance of the event; and
 14. Notes or comments to vendor.
- B. The vendor's account manager will provide the following information:
1. Acknowledgement of receipt of Work Order **within one Business Day**;
 2. Confirmation of:
 - a. Event date and time,
 - b. Language(s) of captioning,
 - c. Files to be provided at conclusion of the event/project, and
 - d. Due date in compliance with agreement;
 3. Check box indicating Captioner is not on the "unsatisfactory captioning services" list;
 4. Unique identifier of Captioner assigned to event/project; and
 5. Notes, comments, or clarifications needed from requestor.

8.0 PAYMENT INFORMATION

- 8.1 The vendor must have a fixed hourly rate for Captioning Services that come with unedited captioning transcript, inclusive of .smi/.srt and .docx (or equivalent) file types.
- 8.2 The vendor must have a fixed hourly rate for Captioning Services that come with edited caption transcripts, inclusive of .smi/.srt and .docx (or equivalent) file types.
- 8.3 The vendor must have a fixed hourly rate for Captioning Services that come with edited caption transcripts, by language inclusive of .smi/.srt and .docx (or equivalent) file types.

- 8.4 The vendor must be able to produce edited caption transcripts from unedited caption transcripts for an additional fixed hourly rate, inclusive of .smi/.srt and/or.docx (or equivalent) file type.
- 8.5 The vendor will invoice each JBE that participates in the Master Agreement separately per Work Order, in full. The Judicial Council requires that the vendor invoice each Judicial Council User Group according to Accounting Code per Work Order, in full. **Partial or progress payments are not allowable under the Master Agreement.**
- 8.6 The Vendor will invoice in quarter-hour increments. Portions of one-hour will be prorated from the fixed hourly rate. Payment will be made in quarter-hour increments.
- 8.7 Each JBE will pay for satisfactorily completed Events/Projects in Substantial Compliance with the terms set forth in the Master Agreement and applicable Participating Addendum including, but not limited to: accuracy requirements, electronic delivery of files (e.g. .smi/.srt and .docx files), requested languages provided, and captioning was not completed by a Captioner on the “unsatisfactory Captioning Services” list.
- 8.8 Vendor will revise Unsatisfactory Work Product to be substantially compliant with the Master Agreement and applicable Participating Addendum, at no extra charge. Upon receipt of Satisfactory Work Product, the JBE will authorize payment.
- 8.9 Any portion of live event captions that are missed by Contractor shall be provided by the Contractor after event conclusion following the same timeline as edited transcripts, at no additional cost to the JBE.
- 8.10 **The JBE is entitled to reduced costs for late transcript files as follows:**
- I. If files are received one business day after their due date, cost for captioning services shall be discounted 15%.
 - II. If files are received two business days after their due date, cost for captioning services shall be discounted 25%
 - III. If files are received three or more business days after their due date, cost for captioning services shall be provided at no cost.

- 8.11 Vendor must accept a check as a form of payment based on invoices with corresponding Work Orders for services rendered.
- 8.12 The JBEs will not pay late fees; standard business payment terms are **net sixty (60) days**.
- 8.13 During the term of the Master Agreement, the vendor will maintain the level of accuracy of Captioning Services provided under the Master Agreement at not less than **95 percent accuracy**. Failure to comply with this standard may be grounds for damages and/or termination.

9.0 DEFINED TERMS

As used in this RFP, the following terms have the indicated meanings:

- A. Accounting Code – a unique billing code used by the JBE to identify and bill specific User-Groups. The Judicial Council uses an 18-digit code to identify and bill specific User Groups.
- B. Authorized Signature: a JBE designee with appropriate purchase authority, designated by office.
- C. Business Day - Monday through Friday 7am – 6pm Pacific Time, excluding Judicial Council holidays:
- New Year's Day
 - Martin Luther King, Jr. Day
 - Lincoln's Birthday
 - Washington's Birthday
 - Cesar Chavez Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- Note that an individual JBE may elect to define the term "Business Day" differently in its Participating Addendum.
- D. Captioner – the vendor's designee to provide Captioning Services.
- E. Caption Line Timing – the timing for which the caption lines appear in synch with the original audio source.

- F. Captioning Services - services provided by vendor to translate audio content, either live or pre-recorded, into display text synchronized with the audio, equivalent text to that of the audio, and accessible formats as required by the Master Agreement.
- G. Edited Caption File – fully edited transcript of the original audio event/project with 99 percent accuracy; inclusive of .smi/.srt and .docx (or equivalent) file types.
- H. Event – an Event refers to a real-time, live streaming event or audio broadcast.
- I. Granicus Software - Granicus is a cloud-based software for communications, meeting and agenda management, and digital services to more than 3,000 public sector organizations. This software is currently in use by the Judicial Council and some of the Superior Courts. The software provides live broadcasts of meetings, which may require live captioning.
- J. Project – a Project refers to a non-live/pre-recorded video.
- K. Satisfactory Work Product – for unedited captioning, captions should have an error rate of less than 5 percent; for edited captions, the error rate should be less than 0.1 percent
- L. Substantial Compliance – within one percent of the established error rate for captioning files, edited or unedited.
- M. Unsatisfactory Work Product – unedited captions that contain an error rate of 5 percent or more and edited captions that contain an error rate of 0.1 percent or more.
- N. Usage Tracking Reports – the vendor must provide usage tracking reports (UTR) on an ad hoc report basis. UTR's shall be able to track:
- Number of Work Orders,
 - Accounting Codes utilized under the agreement,
 - Amount expended by an individual JBE under the Master Agreement, itemized by State of California fiscal year or calendar year,
 - Number of hours of captioned events,
 - Number of hours of captioned events and edited transcripts,
 - Number of hours of captioned pre-recorded events/projects,
 - Names of the events or media captioned and/or edited, and
 - Custom reports populated by key-word search.
 - Number of captioning views (Captioning Viewer Data/Analytics).
- O. User Group – refers to a unique group within the Judicial Council, Courts of Appeal, California Supreme Court, Habeas Corpus Resource Center, or Trial Court requiring Captioning Services; assigned and identified by Accounting Code.

- P. Work Order or Purchase Order – a form used by a JBE to order Captioning Services from vendor under the Master Agreement and applicable Participating Addendum.

10. TIMELINE FOR THIS RFP

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.

EVENT	DATE
RFP issued	January 11, 2021
Deadline for questions Solicitations@jud.ca.gov	Feb 3, 2021 no later than 1:00 PM (PT)
Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	February 10, 2021
Latest date and time proposal may be submitted to: Solicitations@jud.ca.gov	February 26, 2021 no later than 2:00 PM (PT)
Live Captioning Demonstration (<i>estimate only</i>)	March 11 -12, 2021
Evaluation of proposals (<i>estimate only</i>)	March 22 – 26, 2021
Notice of Intent to Award (<i>estimate only</i>) www.courts.ca.gov/rfps.htm Deadline to Submit Award Protest (JCC must receive award protest within 5 days of Notice of Intent to Award)	March 29, 2021
Contract start date (<i>estimate only</i>)	July 1, 2021

11. RFP ATTACHMENTS AND EXHIBITS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign: this JBE Standard Form agreement (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 7: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal.
Attachment 8: Iran Contracting Act Certification	Proposer must complete and submit the Iran Contracting Act Certification.
Attachment 9: DVBE Declaration	Complete and return this form with the proposal only if Proposer wishes to declare DVBE status.
Attachment 10: Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.
Attachments 3 - 10 must be signed by an authorized representative of the Proposer.	
EXHIBIT	DESCRIPTION
Exhibit 1: Requirements Response Form	This Excel spreadsheet is used to submit Proposer's response to the requirements set forth in sections 4, 5, and 6 of this RFP.
Exhibit 2: Pricing Form	This Excel spreadsheet is used to submit Proposer's cost proposal.

12. SUBMISSIONS OF PROPOSALS

- 12.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 12.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. Technical Proposal - The Proposer must submit their Technical Proposal as an attachment to an email sent to solicitations@jud.ca.gov.
 - 1) The Technical Proposal must be signed by an authorized representative of the Proposer.
 - 2) The Proposer must indicate on the subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.
 - b. Cost Proposal - The Proposer must submit their Cost Proposal as an attachment to an email sent to solicitations@jud.ca.gov.
 - 1) The Cost Proposal must include all components required in Exhibit 2.
 - 2) The Proposer must indicate on the subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.
- 12.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Both emails must be received prior to the due date and time or the proposal will not be accepted.

13. PROPOSAL CONTENTS

- 13.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer 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 the Proposer's designated representative for purposes of this RFP.
- c. A description of the criteria for Proposer's staff that will provide the Captioning Services and Proposer's process to hire and retain qualified Captioners.
- d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.
- e. Responses to the requirements listed in **sections 4, 5 and 6** must be provided using the Microsoft Excel template (**Exhibit 1**, Requirements Response Form) and complete all worksheets (tabs) to submit a response for each requirement. The Proposer must select a single response from the response column for each requirement. If the Proposer wishes to provide any explanatory details, those should be included in the "Explanation" column next to the requirement.
- f. A description of any additional or related services that the vendor may be able to provide to the JBEs in the area of captioning services.
- g. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- h. Certifications, Attachments, and other requirements.
 - i. Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

- iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- iv. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. Proposer must complete the Payee Data Record Form (Attachment 6) and submit the completed form with its proposal.
- vii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its proposal.
- viii. The Proposer must complete the Iran Contracting Act Certification (Attachment 8) and submit the completed certification with its proposal.
- ix. If Proposer wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation, Proposer must complete and submit the DVBE Declaration form (Attachment 9) with its proposal.
- x. Each DVBE that will provide services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the Bidder Declaration form (Attachment 10) with its proposal.

13.2 Cost Proposal. Proposers must use the Microsoft Excel template (Pricing Form – **Exhibit 2**) and complete all worksheets (tabs) to submit the required cost proposal information.

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.

14. LIVE DEMONSTRATION

14.1 A Proposer will be required to provide a live demonstration as part of the evaluation process. The live demonstration will include providing live captions for a 40-minute section of Judicial Council Meeting in English, utilizing a unique URL and interfacing with Granicus.

14.2 Proposers will not be reimbursed for any costs incurred in providing the live demonstration.

15. OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal 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.

16. EVALUATION

16.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. The Judicial Council staff will submit all qualified proposals to the evaluation team, as described in Attachment 1.

16.2 The evaluation team will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to a responsible Proposer with the highest-scored proposal.

16.3 If a contract will be awarded, the Judicial Council staff will post an intent to award notice at <http://www.courts.ca.gov/rfps.htm>.

CRITERION	MAXIMUM NUMBER OF POINTS
Requirements Document & Staffing (Section 13.1,c and Exhibit 1)	35
Cost (Exhibit 2)	30
Live Demonstration (Section 14)	17
Acceptance of Terms and Conditions (Section 13.1,g)	10
References (Section 13.1,d)	5
DVBE Incentive (Section 19)	3

17. INTERVIEWS AND NEGOTIATIONS

Council staff may conduct interviews with Proposers to clarify aspects set forth in their proposals or to finalize the contract terms and conditions, including cost. Interviews and negotiations may be conducted by phone or videoconference. Council staff will notify eligible Proposers if an interview is requested.

18. CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

19. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

19.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

- 19.2 Eligibility for and application of the DVBE incentive is governed by the Council's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of the Council's staff, 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. The number of points that will be added as specified in section 16 above.
- 19.3 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 solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 19.4 If Proposer wishes to seek the DVBE incentive:
- Proposer must complete and submit with its proposal the DVBE Declaration (**Attachment 9**). Proposer must submit with the DVBE Declaration all materials required in the DVBE Declaration.
 - Proposer must submit with its proposal a Bidder 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 Bidder Declaration (**Attachment 10**). If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a Bidder Declaration. NOTE: The Bidder Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- 19.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, Council staff may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- 19.6 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

20 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 Proposer to comply with the protest procedures set forth in this chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

Judicial Council of California
Branch Accounting and Procurement, Administrative Division
Attn: Protest Hearing Officer, RFP Number: **BAP-2020-14-DM**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688