

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP BAP-2025-08-TK Closed Captioning Services

PROPOSALS DUE:

May 1st, 2026, NO LATER THAN 1:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1. The Judicial Council of California (“Judicial Council” or “the council”), chaired by the Chief Justice of California, is the 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 council’s staff assists both the council and its chair in performing their duties for the purpose of this Request for Proposal (“RFP”).¹
- 1.2. The Superior Court system in California comprises 58 trial courts, one 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”).
- 1.4. The council seeks the services of a qualified vendor to provide full-scale, real-time verbatim closed-captioning services to the Judicial Branch Entities. 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 in sections 2.0 (Services) and 3.0 (Deliverables) of this RFP.
- 1.5. Captioning Services must be performed in the United States and provided by a vendor who has a presence in the United States.
- 1.6. 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 2026 is provided below:²

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.

¹ Capitalized terms used throughout this RFP are defined in the context of the RFP or in section 8.0 (Defined Terms). The summary of terms in this RFP is qualified in its entirety by the more detailed information contained in the Terms and Conditions.

² Note that the contract period is estimated to begin July 1, 2026, and prior dates serve to illustrate an annual example only.

January 5-9, 2026
February 2-6, 2026
March 2-6, 2026
April 6-10, 2026
May 4-8, 2026
May 18-22, 2026
June 1-5, 2026
September 8-11, 2026
October 5-9, 2026
November 2-6, 2026
December 7-11, 2026

Judicial Council events: (Note that these usually only need captioning on one of the reserved days for 2-4 hours.)

February 19-20, 2026
April 23-24, 2026
July 16-17, 2026
October 15-16, 2026
December 10-11, 2026

- 1.7. 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, 2026 through June 30, 2029.
- 1.8. 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. Any Judicial Branch Entity shall have the right to place orders under the resulting Master Agreement by entering into a Participating Addendum with the vendor). For the Judicial Council (the “Establishing JBE”), no additional Participating Addendum is necessary.
- 1.9. The Judicial Council does not guarantee that the selected vendor will receive a specific volume of work, a specific total amount, or a specific order value under the awarded Master Agreement for these services. Additionally, there will be no limit on the number of orders the Judicial Council or a Judicial Branch Entity may issue under the Master Agreement, nor will there be any specific limitation on the quantity, and maximum value of individual orders.

2.0 SERVICES

- 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. Captioning Services must meet Americans with Disabilities Act and the new Web Content Accessibility Guidelines (WCAG) 2.1 rule requirements to improve viewer comprehension and engagement.

- 2.2 JBEs may elect, but are not required, to purchase Captioning Services under the Master Agreement. JBEs that elect to purchase Captioning 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 Subject to 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 Judicial Council 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 DELIVERABLES

- 3.1 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 (0.1%) 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.

3.2 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 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 (1) 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.

3.3 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 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 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 a live real-time captioning; or within one (1) Business Day per hour of 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.
 - Ten-hour pre-recorded project:
10 hour pre-recorded project x 1 Business Day per hour/project = edited caption transcripts due to JBE in 10 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 .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.

3.4 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.

3.5 The caption transcripts, both edited and unedited, should be available in the following professional formats:

- A. .srt format,
- B. DV,
- C. DVCam, and
- D. BetaCam Sp.

The JBE Work Order will specify which file format will be required for the project. Vendor's hourly rates must include both .docx and .smi file formats. The following file formats, .srt, DV, DVCam, and BetaCam Sp files, may incur an additional fee which must be set in vendor's bid.

3.6 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. UTRs 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).

3.7 The vendor must be able to fulfill 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.

4.0 JUDICIAL COUNCIL CURRENT SYSTEM AND RESPONSIBILITIES

4.1 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. The former provides user options for view, display, copying, and saving. The latter pushes the streaming caption words into a section of the player template. Each unique Judicial Council User Group or JBE 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.

- 4.2 The JBE requesting Captioning Services may 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. For real-time, live captioning events: a video signal/link or an audio signal via conference phone line(s); a participant list and lexicon in advance of the project.
 - B. For pre-recorded events/projects: a participant list and lexicon in advance of the project.
- 4.3 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.

5.0 VENDOR AND CAPTIONING REQUIREMENTS

- 5.1 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 5.7 below (see also “Granicus” in section 8.0, Defined Terms). 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 system(s). 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 software and equipment that are compatible with the vendor’s services.
- 5.2 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.
- 5.3 The vendor shall provide Captioning Services in English and Spanish, simultaneously as requested.
- 5.4 The vendor should be able to provide Captioning Services in Vietnamese, Cantonese, Tagalog, and Mandarin, simultaneously with English and/or Spanish as requested.
- 5.5 The vendor must provide remote Captioning Services by following a video signal that is streamed live online or the audio signal via telephone line(s) provided as a backup option.

- 5.6 Vendor must provide captioning to a real-time streaming standalone captions player web page, and to a live caption area embedded within the video on the event streaming page.
- 5.7 Vendor must have 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.
- 5.8 Vendor must be able to provide captioning at the average rate between 225 to 250 words per minute for Events and Projects.
- 5.9 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.
- 5.10 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.
- 5.11 Captions must run from the beginning to the end of the program.
- 5.12 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.
- 5.13 The vendor must provide a high degree of accuracy in Captioning Services, both Events and Projects. Accuracy rate must be 95 percent or greater as specified in section 3.1 above. 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.
- 5.14 Computer Generated Captioning
 - A. Live Real-Time Events (referred to as “Events” in section 8.0, 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 8.0, 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. Please review section 20 of this RFP for disclosure requirements relating to vendor’s use of GenAI.

6.0 KEY PERSONNEL

6.1 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 ([Association for Court Reporters and Captioners](#)).
- 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.

6.2 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.

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

7.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	April 6, 2026
Deadline for written questions to solicitations@jud.ca.gov	April 17, 2026, by 1 PM (PT)
Questions and answers posted (<i>estimate only</i>) Judicial Branch of California Bidders / Solicitations	April 21, 2026

EVENT	DATE
Latest date and time proposal may be submitted	May 1, 2026, by 1 PM PT
Evaluation of proposals (<i>estimate only</i>)	May 4, 2026 - May 11, 2026
Live Demonstration (<i>estimate only</i>)	May 6, 2026
Notice of Intent to Award (<i>estimate only</i>)	May 12, 2026
Negotiations and execution of contract (<i>estimate only</i>)	To be completed by May 19, 2026
Contract start date (<i>estimate only</i>)	July 1, 2026
Contract end date (<i>estimate only</i>)	June 30, 2029

8.0 DEFINED TERMS

As used in this RFP, the following terms have the below 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 the following Judicial Council holidays:
 - New Year’s Day
 - Dr. Martin Luther King, Jr. Day
 - Lincoln’s Birthday
 - President’s Day
 - Farmworkers Day (March 31)
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Native American 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: Vendor’s designee to provide Captioning Services.

- E. 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.
- F. Event: A real-time, live streaming event or audio broadcast.
- G. Granicus: 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.
- H. Project: A non-live/pre-recorded video.
- I. Satisfactory Work Product: For unedited captioning, captions with an error rate of less than 5 percent; for edited captions, captions with an error rate of less than 0.1 percent.
- J. 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.
- K. Usage Tracking Reports or UTR: Usage tracking reports provided by the vendor on an ad hoc report basis. UTR's must 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).
- L. User Group: 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.
- M. 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.

9.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT/EXHIBIT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: JBE 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”). The Judicial Council may revise or supplement certain terms based on the selected bid.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	<p>On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.</p> <p>If any exceptions are identified or additional provisions proposed, the Proposer must also submit a redlined version of the Terms and Conditions with its proposal that clearly identifies all proposed changes and provides a written explanation or rationale for each proposed change.</p> <p>Notwithstanding any other provision in this RFP, the Judicial Council reserves the right, at its discretion, to negotiate any or all items with individual Proposers, including the right to propose or require additional terms and conditions for the agreement prior to agreement execution.</p> <p>Note: Any material exception (addition, deletion, or other modification) to the Terms and Conditions may result in a negative factor in the evaluation and could render the proposal nonresponsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.</p>
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: 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 7: Iran Contracting Act Certification	Proposer must complete and submit the Iran Contracting Act Certification.
Attachment 8: Bidder Declaration	The Proposer must complete this form and submit it with their proposal if they wish to claim the DVBE incentive associated with this solicitation.
Attachment 9: DVBE Declaration	The Proposer must complete this form and submit it with their proposal only if Proposer wishes to qualify for the DVBE incentive.

Attachment 10: Reference Form	The Proposer must complete and submit this form with their proposal.
Payee Data Record Form (STD 204)	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal. STD 204 - Payee Data Record
Payee Data Record Form Supplement (STD 205)	This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204. STD 205 - Payee Data Record Supplement
Exhibit 1: Requirements Response Form	This Excel spreadsheet is used to submit Proposer’s response to the requirements set forth in sections 3, 5, and 6 of this RFP.
Exhibit 2: Pricing Form	This Excel spreadsheet is used to submit Proposer’s cost proposal.

10.0 PAYMENT INFORMATION

- 10.1 The vendor must have a fixed hourly rate for Captioning Services that come with unedited captioning transcript, inclusive of .smi and .docx (or equivalent) file types.
- 10.2 The vendor must have a fixed hourly rate for Captioning Services that come with edited caption transcripts, inclusive of .smi and .docx (or equivalent) file types.
- 10.3 The vendor must have a fixed hourly rate for Captioning Services that come with edited caption transcripts by language, inclusive of .smi and .docx (or equivalent) file types.
- 10.4 The vendor must be able to produce edited caption transcripts from unedited caption transcripts for an additional fixed hourly rate, inclusive of .docx (or equivalent) file type.
- 10.5 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 allowed under the Master Agreement.
- 10.6 Each JBE will pay for satisfactorily completed Events/Projects in accordance with the terms set forth in the Master Agreement and applicable Participating Addendum including, but not limited to: compliance with accuracy requirements, electronic delivery of files (e.g., .smi and .docx files), requested languages provided, and captioning was not completed by a Captioner on the “unsatisfactory Captioning Services” list.
- 10.7 JBE will withhold payment for Unsatisfactory Work Product. Vendor will revise Unsatisfactory Work Product to be compliant with the Master Agreement and applicable Participating Addendum, at no extra charge. Upon receipt of Satisfactory Work Product, the JBE will authorize payment.

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

11.0 SUBMISSIONS OF PROPOSALS

- 11.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 11.2 The Proposer must submit its proposal in two (2) parts, the technical proposal and the cost proposal.
 - a. The Proposer must submit **an electronic copy** of the technical proposal. The proposal must be signed by an authorized representative of the Proposer. The technical proposal must be submitted via email to solicitations@jud.ca.gov and the attachment must be marked “TECHNICAL PROPOSAL.” The Proposer must write the RFP title and number in the subject line of the email.
 - b. The Proposer must submit **an electronic copy** of the cost proposal. The cost proposal may be submitted in the same email as the technical proposal above, (via email to: solicitations@jud.ca.gov) but should be a **separate attachment** from the technical proposal and marked “COST PROPOSAL.” The proposal must be signed by an authorized representative of the Proposer.
- 11.3 Late proposals will not be accepted.

12.0 PROPOSAL CONTENTS

- 12.1 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 Proposer's process to hire and retain qualified Captioners, including Proposer's criteria for hiring individuals who will provide the Captioning Services.
- d. Names and email addresses of three (3) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.
- e. Responses to the requirements listed in sections 3, 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.

Note: Any material exception (addition, deletion, or other modification) to the Terms and Conditions may result in a negative factor in the evaluation and could render the proposal nonresponsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.
- h. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

- ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 6) and submit the completed certification with its proposal.
- iv. The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
- v. The Proposer must complete the Reference Form (Attachment 10) and submit the completed form with its proposal.
- vi. The Proposer must submit the completed Payee Data Record Form (STD 204) with its proposal. Form and instructions are in fillable PDF format which is also available in the link below: [Download Form STD 204 - Payee Data Record](#)
- vii. 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.
- viii. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- ix. If applicable, GenAI disclosures are required pursuant to section 20 of this RFP.

- 12.2 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.

13.0 LIVE DEMONSTRATION

- 13.1 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 a Judicial Council meeting in English, utilizing a unique URL and interfacing with Granicus.
- 13.2 Proposers will not be reimbursed for any costs incurred in providing the live demonstration.

14.0 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 Judicial Council reserves the right to negotiate extensions to this period.

15.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

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

If a contract will be awarded, the JBE will post an intent to award notice at [Judicial Branch of California | Bidders / Solicitations](#).

CRITERION	MAXIMUM NUMBER OF POINTS
Captioning Requirements (Section 3.0, 5.0 and 6.0 and Exhibit 1)	15
Experience on similar assignments	12
References and Credentials of Staff	10
Cost	30
Live demonstration	20
Acceptance of the Terms and Conditions	10
DVBE Incentive	3

16.0 INTERVIEWS

The Judicial Council may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted virtually or by phone. The Judicial Council will notify eligible Proposers regarding interview arrangements.

17.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS 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. Except as required by law, 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 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 proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 17.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

18.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’s sole determination, 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 is specified in Section **15.0** above.

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”).

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 8**). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (**Attachment 9**) 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 complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

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.

If using DVBE subcontractors, the Proposer must complete and return to the Judicial Council a copy of the post-contract certification form ([Download the Post-Contract Certification Form](#)), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the JBE. If the Proposer fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the JBE shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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.

19.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [Judicial Branch Contracting Manual](#)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is the proposal due date. Protests must be sent by email to solicitations@jud.ca.gov (indicate in the email subject

line “PROTEST”, RFP Number, and Name of Your Firm) or by mail to the address below so as to be *actually received* by the proposal due date.

ATTN: Protest Hearing Officer
Judicial Council of California
Branch Accounting and Procurement
455 Golden Gate Avenue
San Francisco, CA 94103
Solicitations@jud.ca.gov
RFP # BAP-2025-08-TK
RFP Title: Closed Captioning Services

20.0 GENERATIVE ARTIFICIAL INTELLIGENCE

Definitions:

“Artificial intelligence” or “AI” means technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

“Generative Artificial Intelligence” or “GenAI” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system’s training data.

20.1 In its proposal, Proposer must notify the Judicial Council if Proposer’s goods or services contain or utilize GenAI (or will contain or utilize GenAI), or if GenAI is or will be included in any services, goods, or deliverables that materially impact:

(a) functionality of a JBE system (i.e., the work using GenAI could have a significant, substantial effect on the system’s data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations);

(b) risk to the JBE (i.e., the work using GenAI could have a significant, substantial effect on the JBE’s operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE); or

(c) contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).

15.2 Proposer’s failure to disclose GenAI to the Judicial Council may result in disqualification (at the Judicial Council’s sole discretion), and the Judicial Council reserves the right to seek any and all relief it may be entitled to as a result of such non-disclosure.

15.3 The Judicial Council reserves the right to incorporate GenAI-related provisions into the final contract and to reject bids/offers that present an unacceptable level of risk to the JBEs, as determined by the Judicial Council in its sole discretion.