

RFP Title: Coordinating Annual Youth Court Summit
RFP Number: CFCC-2023-26-LV

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

**REGARDING:
COORDINATING ANNUAL YOUTH COURT SUMMIT**

RFP NUMBER: CFCC-2023-26-LV

**PROPOSALS DUE:
January 5, 2024, NO LATER THAN 1:00 P.M. PACIFIC TIME**

1.0 BACKGROUND INFORMATION

1.1 The Judicial Council of California (“Judicial Council” or “JCC”), Center for Families, Children & the Courts (CFCC), has received funding to hire a coordinator (“Contractor”) to organize the annual statewide Youth Court Summit and to fund lodging and activity expenses related to the event. The goal of the Youth Court Summit is to bring together youth and adult peer/youth court staff, juvenile bench officers, education experts, statewide youth-focused associations, and CFCC staff to share ideas and best practices about youth courts.

1.2 Youth Court Summit

- a. The JCC intends to award a single, multiyear contract for this RFP. The initial term will be a seven (7) month term, with two (2) one-year renewal option terms. The contract will be funded on an annual basis.
- b. The Youth Court Summit rotates its location each year from a northern California university campus to a southern California university campus in order to limit prohibitive travel expenses for those attending the conference from different parts of the state. The event is held at a university campus because the setting is conducive for learning and sharing of ideas while providing a safe and contained environment for youth between the ages of 13 and 17. Historically, the youth make up two-thirds of the participants at the event.
- c. The first Youth Court Summit took place at UC Santa Cruz in 2006 where more than 100 youth and adult participants represented 18 youth courts from around the state. Adult participants included youth court staff, juvenile bench officers, superior court personnel, education experts, law enforcement, probation, juvenile justice-focused associations, and CFCC staff. At this event, a statewide Youth Court Association was developed and established. Many youth and adult workshops were offered along with guest speakers.
- d. The Youth Court Summit was held virtually from 2020 to 2022.
- e. Last year’s 18th Annual Youth Court Summit was the first in person event since before the pandemic and took place at the University of Redwoods in Redlands, CA, and was attended by 124 youth and 34 adult participants, plus staff and faculty. The event also included workshops throughout the day, along with guest speakers and additional activities for youth attendees.
- f. The 19th Annual Youth Court Summit will be held at a Northern California university. Future event locations will alternate between Southern and Northern California.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

2.1 The JCC seeks to identify and retain a governmental, academic, or non-profit entity with experience in education related to Peer Courts/Teen Courts in

California or a California Peer Court/Teen Court Associations to organize and host the next Annual Youth Court Summit. The Summit will be held at a California college or university, unless health and safety regulations prohibit an in-person event, in which case, the Summit will be held virtually;

- 2.2 Contractor will assume all costs for lodging, meals, faculty, and all other expenses related to the event that exceed the contract amount;
- 2.3 Contractor is allowed to charge a reasonable registration fee to participants to offset event costs. Registration fees in June 2023 were \$175 for youth and \$250 for adults;
- 2.4 Contractor is responsible for collecting and managing registration fees from the event.
- 2.5 The services for the Summits are expected to be performed by the Contractor between November 15 of the year before the Summit and June 29 of the year of the Summit with the actual event occurring in June;
- 2.6 Research, identify, and subcontract with a university as the venue for the Youth Court Summits in accordance with the alternating locations of north and south;
- 2.7 Participate in monthly conference calls with the planning committee members throughout the planning process. Planning calls will increase to a weekly basis at least two (2) months prior to the event (see Section 5.0, Table 2 for project timelines);
- 2.8 Coordinate and oversee registration process for the event. This may include designing registration forms, electronically mailing medical release forms and registration information to peer/teen courts, tracking registration, collecting and recording registration fees, and maintaining a spreadsheet to manage registration information while allowing access by JC staff to view this information;
- 2.9 Coordinate and oversee marketing and publicity for this event. This may include electronic mailing of flyers to peer/teen courts or others who would be interested in attending this event and any other means of marketing deemed appropriate for this event;
- 2.10 Interact and work closely with Special Events staff at the university to coordinate lodging for chaperones, guests, and family at the university during the event;
- 2.11 Interact and work closely with Special Events staff at the university to coordinate group meals to participants for entire length of event, including breaks/snacks in the afternoon. Group meals, including breaks/snacks, will be at the awarded supplier's cost;

- 2.12** Coordinate commuter meal packages to nonresident student participants, if needed. Commuter meals will be at the awarded supplier's cost;
- 2.13** Interact and work closely with Special Events staff at the university to coordinate logistics of the event such as parking, signage, reserving classrooms for workshops, rental of AV equipment, any IT personnel needed to operate equipment;
- 2.14** Obtain any necessary permits relevant to the Youth Court Summit;
- 2.15** Research, coordinate, and book guest speakers and workshop presenters as appropriate for the Youth Court Summit, making sure that workshops and speakers present information that is relevant to youth courts and will encourage the growth of the program throughout the state;
- 2.16** Provide items for Youth Court Summit participants, such as backpacks, pens, pads, pencils, or folders. Participant items will be procured at the awarded supplier's cost;
- 2.17** Coordinate, oversee, fund development of all Youth Court Summit materials including on-line and printed materials such as brochures, flyers, programs, and agendas;
- 2.18** Interact and work closely with JCC staff to stay informed as to the progress of the event's coordination;
- 2.19** Contractor will negotiate and execute the contract with the site;
- 2.20** Contractor will maintain a safe and organized event, resolving any potential issues or problems that may arise, such as housing issues, logistical issues, youth-related issues, or issues regarding the guest speaker or workshop faculty;
- 2.21** Submit payment to the university and reconcile expenses at the end of the event and provide JCC all documentation relevant to the Youth Court Summit, including, but not limited to, total number of attendees broken down by youth participants and adult participants, final program, any issues that arose during the event and how they were resolved, evaluations, and total expenses including a copy of the final invoice from the venue and from any subcontracting vendors;
- 2.22** As noted above, the venue for the annual events alternates locations between Northern and Southern California. The coordinator will be required to research locations for each year of the contract, beginning with the 2024 Summit to be held at a Northern California location;
- 2.23** The JCC does not anticipate any changes to the deliverables listed above during the term of the contract. However, due to any unforeseen circumstances that may

occur at subsequent venues, the JCC will have the right to amend, update, or change the deliverables as necessary.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	December 15, 2023
Deadline for questions solicitations@jud.ca.gov	December 21, 2023 1:00 pm (Pacific Time)
Questions and answers posted (<i>estimate only</i>) http://www.courts.ca.gov/rfps.htm	December 27, 2023
Latest date and time proposal may be submitted to solicitations@jud.ca.gov	January 5, 2024 by 1:00 PM Pacific Time
Evaluation of proposals (<i>estimate only</i>)	January 5-12, 2024
Notice of Intent to Award (<i>estimate only</i>) http://www.courts.ca.gov/rfps.htm	January 16, 2024
Negotiations and execution of contract (<i>estimate only</i>)	January 16-23, 2024
Contract start date (<i>estimate only</i>)	January 24, 2024
Contract end date (<i>estimate only</i>)	July 7, 2024

4.0 RFP ATTACHMENTS

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 a Judicial Council of California Standard Agreement containing these terms and condition (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer must also submit a redlined version of the Terms and Conditions that clearly identifies the benefit to the Judicial Branch from the proposed changes and provides a written explanation or rational for each proposed change.
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 it submit the completed form with the proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with the proposal.
Attachment 6: 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.
Attachment 6A Record 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.
Attachment 7: DVBE Declaration	The Proposer must complete the DVBE Declaration form only if the Proposer is a DVBE.
Attachment 8: Bidder Declaration	The Proposer must complete this form if they wish to claim the DVBE incentive associated with this solicitation.

5.0 PAYMENT INFORMATION

The initial contract will be for three (3) deliverables with a firm fixed price per completed deliverable. The maximum available funding for the deliverable(s) are not to exceed \$5,000.00 for the first deliverable, \$10,000.00 for the second deliverable and \$5,000.00 for the third deliverable including but not limited to benefits, expenses, fees, overhead, and profits payable to the contractor for services rendered to the Judicial Council. The Judicial Council shall compensate the Contractor on an annual basis with firm fixed price per completed deliverable.

TABLE 1

Deliverable(s)	Estimated Due Date	Not to Exceed Amount
<p>First Deliverable: Pre-Planning stage</p> <ul style="list-style-type: none"> a. Research and identify a viable location for the youth court summit in the appropriate region. b. Meet with program staff at the established location to discuss logistics, costs, and services available. c. Discuss with the JCC on regularly scheduled conferences calls the potential location, costs, and services offered by venue. Provide the JCC with minutes from the conference calls within 10 business days of each call. d. Furnish the JCC with draft contract from venue and obtain approval for contracting with the venue. e. Furnish the JCC with signed, executed contract from agreed upon venue, which will include information on the cost and services offered by said venue, lodging, meals, and snacks. 	See Table 2 Below	\$5,000.00
<p>Second Deliverable: Planning stage</p> <ul style="list-style-type: none"> a. Prior to finalization or distribution, submit a draft of any event announcements, draft agendas/programs to the JCC for review and approval. b. Solicit and provide plenary speaker(s) and faculty for the summit, providing the JCC with information on research, coordination, and booking of guest speaker(s), and obtaining approval for speakers and faculty prior to contracting for their services. c. Continue biweekly conference calls to discuss final planning stages. Furnish the JCC with copies of minutes or notes from the conference calls. d. Prior to finalization or distribution, submit final workshop descriptions, faculty names and any Summit brochures, flyers, programs, and agendas to the JCC for review and approval 	See Table 2 Below	\$10,000.00

Deliverable(s)	Estimated Due Date	Not to Exceed Amount
Third Deliverable: Post-event <ol style="list-style-type: none"> a. Provide the JCC with the number of registered attendees. b. Submit a report to JCC that includes the final number of attendees, final program, and any issues that arose during the event and how they were resolved. c. Submit copies of evaluations from the conference for future review and reference. 	See Table 2 Below	\$5,000.00

TABLE 2

Deliverable # (See Table #1 above for Deliverable details)	Estimated Due Date 2024	Estimated Due Date 2025	Estimated Due Date 2026
Deliverable #1	April 5	April 4	April 3
Deliverable #2	May 3	May 2	May 8
Deliverable #3	July 5	July 3	July 3
Not to Exceed Total Amount	\$20,000.00	\$20,000.00	\$20,000.00

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 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.
- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal to Solicitations@jud.ca.gov
 - a. The Proposer must submit an electronic copy of the technical proposal. The technical proposal must be signed by an authorized representative of the Proposer.
 - b. The Proposer must submit an electronic copy of the cost proposal. The cost proposal must be signed by an authorized representative of the Proposer. The cost proposal may be submitted in the same email as the technical proposal above but should be a separate attachment marked “**COST PROPOSAL**” from the technical proposal.

- The Cost Proposal must include all components required in **Section 7.2 and Table 1.**
- 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.

6.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Emails must be received prior to the due date and time, or the bid will not be accepted. It is the Proposer's responsibility to verify their submission was received.

7.0 PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed nonresponsive.

- a. The Proposer's company 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. Proposed methods to complete the work, broken out for the initial three (3) terms and including the two (2) one-year options.
 - i. Explain your method and/or tasks on completing the project. What methods will be used to facilitate the summit? Provide additional details if the methods will change from year to year.
 - ii. Provide an overall plan with time estimates from the start to the completion of the summit. This plan must include details for all summits during the contract period and can be submitted in WORD or EXCEL format.
 - iii. Explain the methods that will be used to present the course materials to the participants, including marketing and publicity for the event. (PowerPoint, handouts, etc.)

- iv. If applicable, describe Proposer’s method in preparation of a final summary of the event, such as, but not limited to, evaluations, lessons learned, and proposed enhancements.
- d. 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, s/he 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: A material exception (addition, deletion, or other modification) to any of the Terms and Conditions may render a proposal non-responsive. The JBE, in its sole discretion, will determine what constitutes a material exception.

- e. Certifications, Attachments, and other requirements.
- i. The Proposer must complete the General Certification Forms (**Attachment 4**) and submit the completed form with the 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 Payee Data Record form (**Attachment 6**) and submit the completed form with its proposal.
 - iv. 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. **The Contractor shall provide a copy of their Certificate of Status with the Secretary of State of California.** The Judicial Council may verify by checking with California's Office of the Secretary of State. 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.

Note: Proposer may be required to register with the California Secretary of State if it meets the definition of transacting intrastate business or “doing business” under the California Corporations Code. As there is no easy definition for what constitutes “doing business”, it is important for Proposer to carefully evaluate their own connections—even indirect—to California. Proposer with concerns regarding the Secretary of State registration requirements are encouraged to consult with their legal counsel.

You can find out information regarding the steps on how to register a business with the California Secretary of State at:

<https://bizfileonline.sos.ca.gov/>

- v. 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 bid.

7.2 Cost Proposal. The following information must be included in the cost proposal.

- a. A detailed line-item budget showing total cost of the proposed services.
- b. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
- c. A “not to exceed” total for all work and expenses payable under the contract, if awarded. The total cost for services, (Deliverables 1, 2, and 3) will not exceed the amounts as listed in Table 2 above. The Not to Exceed Amount(s) must be inclusive of all lodging, activity costs, personnel, materials, computer support, travel, per diem, and overhead rates. The method of payment to the coordinator will be by cost reimbursement.
Cost proposals that exceed the Not To Exceed estimated funds available will be deemed non-responsive.

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.

8.0 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 JCC reserves the right to negotiate extensions to this period.

9.0 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 JCC 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 JCC will post an intent to award notice on the Judicial Council's Courts Bidders/Solicitations website: <http://www.courts.ca.gov/rfps.htm>.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	15
Experience on similar assignments, including working with California Youth Courts	25
Cost	30
Acceptance of the Terms and Conditions	15
Ability to meet timing requirements to complete the project	12
DVBE Incentive	3
Total Maximum Number of Points	100

10.0 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 JBE 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 JBE’s right to disclose information in the proposal, or (b) requiring the JBE 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, as set forth in this Section 11. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

11.0 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 JBE’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 9.0 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 7)** 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 JBE may request additional written

clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the JBE's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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 JBE a Copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), 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.

12.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and nonresponsive 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.

In order to be considered valid, all such protests:

A.) Must be submitted by email to: Solicitations@jud.ca.gov and indicate solicitation number and entity name in the subject line of email.