

# REQUEST FOR PROPOSALS

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***JUDICIAL COUNCIL OF CALIFORNIA***

**REGARDING:**

TRANSFER HEARINGS IN CALIFORNIA JUVENILE JUSTICE  
PROCEEDINGS

**RFP# CFCC-2026-03-AC**

**PROPOSALS DUE:**

**April 21, 2026, NO LATER THAN 3:00 P.M. PACIFIC TIME**

## **1.0 BACKGROUND INFORMATION**

- 1.1. The Judicial Council of California (Council), chaired by the Chief Justice of California, is the chief 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 Judicial Council’s Center for Families, Children and the Courts (CFCC) supports programs in court settings that improve practice and services for children, youth, parents, families and other court users.
- 1.2. Juvenile justice proceedings in California address allegations that youth have violated criminal laws. Jurisdictional transfer and physical transfer hearings are critical in these proceedings, determining whether, in certain cases, the youth’s case should be transferred to adult criminal court and if the youth will be housed in a juvenile or adult facility. Judges presiding over these hearings must navigate complex statutory requirements, constitutional protections, and evolving case law to ensure fair and lawful outcomes.
- 1.3 This Request for Proposals (RFP) seeks an entity with expertise in juvenile law and judicial education to develop a comprehensive bench guide for judges (“Guide”). The Guide will focus on jurisdictional transfer and physical transfer hearings in California juvenile justice cases, providing practical checklists, summaries of applicable law, and sample scripts to support judicial decision-making and promote uniformity and fairness statewide.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

### **2.1 Introduction**

The Judicial Council of California seeks the services of a qualified entity to develop a bench guide for judges about jurisdictional transfer and physical transfer hearings in California juvenile justice. The successful proposer will demonstrate expertise in juvenile law, judicial education, and curriculum development, and will deliver a resource that is clear, practical, and accessible for judicial officers statewide. The Guide must be accessible in print and digital formats and meet accessibility standards under the Americans with Disabilities Act (ADA). The Contractor will collaborate with CFCC attorneys, court partners, and subject matter experts throughout the project.

## 2.2 General Scope of Services Requirements

The Guide must be designed for use by judges presiding over juvenile justice matters, with a focus on transfer hearings.

- The Guide should include:
  - Procedural checklists for jurisdictional transfer hearings.
  - Summaries of applicable statutes, rules, and case law, including Welfare and Institutions Code sections relevant to juvenile justice transfer hearings.
  - Sample scripts for judicial officers to use during hearings.
  - Guidance on evidentiary issues, rights advisements, and findings/orders.
  - References to relevant Judicial Council forms and local rules.
- The content must be current, reflecting recent legislative changes, appellate decisions, and best practices in juvenile justice.
- The Guide should be formatted for ease of use in court, including tables of contents, quick-reference sections, and hyperlinks or cross-references where appropriate.

## 2.3. Tasks and Deliverables

The Judicial Council anticipates the following major tasks and deliverables. Without changing the Deliverables, the Contractor may propose refinements to the tasks as necessary.

### 2.3.1 Task 1 – Project Initiation and Needs Assessment

- Meet with Judicial Council staff to assess scope, needs, identify gaps, and define objectives for the Guide.
- Contractors shall meet with Judicial Council staff, including CFCC attorneys, to obtain input on:
  - needs and gaps in existing materials;
  - desired objectives and outcomes;
  - audience needs and accessibility considerations;
  - key issues identified by courts and practitioners statewide.
- **Deliverable 1** - Contractor shall provide a summary of this meeting which includes the Contractor's understanding of the items above and action items.  
**Estimated Due Date: [June 1, 2026]**

### 2.3.2 Task 2 – Drafting and Review

- Contractor shall design and develop a detailed outline that includes:
  - major sections and subsections of the Guide;
  - key legal authorities and citations;

- proposed practical tools (e.g., timelines, checklists);
- proposed case examples and hypothetical scenarios;
- identification of any areas requiring deeper research or expert review.
- **Deliverable 2** - Complete draft of the Guide for review and comment.  
**Estimated Due Date: [August 30, 2026]**

2.3.3 Task 3 – Finalization of Full Draft

- Contractor shall prepare a complete draft of the Guide that incorporates all content and feedback provide by JBE for Deliverable 2. This draft must include narrative explanations, charts, checklists, sample language, and other practical guidance tools. The Guide must be ADA-compliant and ready for publication in both print and digital formats. Contractor shall provide the Judicial Council with all final files and editable source files.
- **Deliverable 3** - Final Guide ready for dissemination.  
**Estimated Due Date: [November 30, 2026]**

2.3.4 Optional Tasks

- At the Judicial Council’s discretion, Contractor may also be asked to develop and present a **one-day training** for attorneys and/or bench officers using content from the Guide. If exercised, Contractor shall:
  - prepare a training agenda and slides;
  - develop sample exercises or hypotheticals;
  - deliver the training either in person or virtually (which may be recorded for archival use); and
  - provide post-training materials and evaluation summaries.
- **Deliverable 4 (Optional):** Presentation of the Guide at a designated event or training session.  
**Due Date: [December 31, 2026, if applicable]**

**3.0 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 JBE.

EVENT	DATE
RFP issued	March 27, 2026
Deadline for questions <a href="mailto:Solicitations@jud.ca.gov">Solicitations@jud.ca.gov</a>	<b>April 8, 2026, no later than 3:00 PM (PT)</b>
Questions and answers posted <i>(estimate only)</i> <a href="https://courts.ca.gov/policy-administration/bidders-solicitations">https://courts.ca.gov/policy-administration/bidders-solicitations</a>	April 14, 2026

EVENT	DATE
Latest date and time proposal may be submitted <a href="mailto:Solicitations@jud.ca.gov">Solicitations@jud.ca.gov</a>	<b>April 21, 2026,  no later than 3:00 PM (PT)</b>
Evaluation of proposals ( <i>estimate only</i> )	April 27 – April 30, 2026
Notice of Intent to Award ( <i>estimate only</i> ) Deadline to Submit Award Protest (JCC must receive award protest within 5 days of Notice of Intent to Award)	May 1, 2026
Contract start date ( <i>estimate only</i> )	May 11, 2026
Contract end date ( <i>estimate only</i> )	December 31, 2026

**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	<p>If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council of California Standard Agreement (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer <b>must</b> also submit a red-lined 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.</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>
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><b>Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The JBE, in its sole discretion, will determine what constitutes a material exception.</b></p>
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: DVBE Bidder Declaration	Proposers must complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.
Attachment 6: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration,
Attachment 7: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal. <a href="https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>

Attachment 8: 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.
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## 5.0 PAYMENT INFORMATION

Subject to the terms in Attachment 2, Appendix B, Payment Provisions, the selected provider will be paid on a firm-fixed amount per Deliverable basis. The firm-fixed amount for each deliverable shall be fully loaded and inclusive of all costs including, but not limited to personnel, materials, computer support, travel, lodging, per diem, fringe benefits, operating expenses, overhead or indirect costs and other costs.

The Judicial Council standard payment term is **Net 60** from date of receipt of invoice or acceptance of Deliverable (s).

## 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.

- a. The Proposer must submit an electronic copy of the Technical Proposal. The proposer must be signed by an authorized representative of the Proposer. **To fulfill this requirement, the proposer may include a signed cover letter for the Technical Proposal.** The Technical Proposal must be submitted via email to [Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov). The Technical Proposal must include all components required in **Section 7.1**. The Proposer must indicate 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 proposal must be signed by an authorized representative of the Proposer. **To fulfill this requirement, the proposer may include a signed cover letter for the Cost Proposal.** The Cost Proposal can be submitted in the same email as the Technical Proposal above via email sent to [Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov), 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**. The Proposer must indicate the RFP title and number in the subject line of the submission email.

- 6.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council of California. Both the Technical and Cost Proposals must be received prior to the due date and time, or the proposal will not be accepted. Due to the potential for email transmission delays, which may cause late receipt and non-acceptance of proposals, **it is recommended that Proposers email their proposals well in advance of the due date and time.**
- 6.4 Late proposals will not be accepted. However, as necessary, the Judicial Council of California may request clarification from Proposers after the submission of proposals.
- 6.5 For the purposes of this RFP, proposals shall be transmitted only by email.
- 6.6 The Judicial Council of California reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement or contract and does not create any obligation to form a contract. The Judicial Council of California and/or the State of California shall not be responsible for the cost of preparing a proposal. Submitted proposals may be retained for official files and may become a public record.

## 7.0 PROPOSAL CONTENTS

- 7.1 Non-Cost Portion. 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. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
  - d. Names, addresses, and telephone numbers of a minimum of **two** clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.
  - e. Proposed method to complete the work.

- f. 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.
  - iii. **Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The JBE, in its sole discretion, will determine what constitutes a material exception.**
  
- g. 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. 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.
  - iii. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials. Proof of financial solvency or stability (e.g., balance sheets and income statements).
  - iv. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.
  - v. The Proposer must complete the Darfur Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.

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

- i. A detailed line-item budget showing total cost of the proposed services. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
- ii. Proposer must provide a firm fixed amount for each deliverable listed below inclusive of all expenses. Travel expenses will not be reimbursed separately. The total proposed firm fixed amount should not exceed **\$145,000.00.**
- iii. The resulting contract will be comprised of three (3) deliverables with a firm fixed price per deliverable, with the potential exception of **Deliverable 4.**

<b>Deliverables</b>	<b>Estimated Completion Date</b>	<b>Proposed Firm Fixed Price</b>
<b>First Deliverable:</b>  Meet with Judicial Council staff to assess scope, needs, identify gaps, and define objectives for the bench guide	June 1 2026	
<b>Second Deliverable:</b>  Complete draft of the Guide for review by Judicial Council staff.	August 30, 2026	
<b>Third Deliverable:</b>  Provide final guide to Judicial Council Staff	November 30, 2026	
<b>Fourth Deliverable:</b>  Optional presentation	December 31, 2026	

**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 JBE 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 Judicial Council will evaluate the proposals on a 100-point scale using the criteria set forth in this section. Each criterion is described in detail below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the JUDICIAL COUNCIL will post an intent to award notice at <https://courts.ca.gov/policy-administration/bidders-solicitations>.

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<i>Quality of work plan submitted</i>	17
<i>Experience on similar assignments</i>	25
<i>Cost</i>	30
<i>Qualifications of staff to be assigned to project based on resumes submitted including experience, background, expertise and credentials if any</i>	10
<i>Acceptance of the Terms and Conditions</i>	10
<i>Ability to meet timing requirements to complete the project</i>	5
<i>(“DVBE”) Incentive Disabled Veterans Business Enterprise incentive is available to qualified proposers.</i>	3

## 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, pursuant to this Section 1.1. **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 5**). 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 6**) 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 MISREPRESENTATION 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](http://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 non-responsive and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is: May 7, 2026. Protests must be sent to:

Judicial Council of California  
Branch Accounting and Procurement  
ATTN: Protest Hearing Officer; RFP # CFCC-2026-02-AC  
455 Golden Gate Avenue  
San Francisco, CA 94103  
[Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov)

### **13.0 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.

14.1 In its proposal, Proposer must notify the JBE 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).

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

14.3 The JBE 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 JBE, as determined by the JBE in its sole discretion.