

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

TRIAL SKILLS TRAINING FOR JUVENILE DEPENDENCY COURT
APPOINTED COUNSEL

RFP# CFCC-2026-02-AC

PROPOSALS DUE:

March 23, 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 Children in California who are parties to dependency proceedings are appointed legal counsel by the court, and parents who are parties are frequently appointed legal counsel by the court. Court-appointed dependency counsel is a state funded cost and administered through the Judicial Council of California. Counsel is provided by numerous firms and local practitioners in the state. There are approximately 1,000 dependency attorneys practicing in California. The Center for Families, Children & the Courts provides training and technical assistance for court appointed dependency counsel, the courts and other justice system partners to improve skills that will lead to better outcomes for children and families.
- 1.3 This request seeks proposals for an entity to enter into a contract with the Judicial Council to develop and deliver a two-day twelve-hour total trial skills curriculum in San Francisco for 50 dependency attorneys who represent children and parents (Year 1). At the Council’s discretion, this contract may be extended for two additional one-year terms (Year 2 and Year 3). During each of these terms, the recipient of the contract would provide two training courses similar to the training provided in Year 1, with the following caveat. One of the trainings in the second optional year may be at the conference known as “Beyond the Bench”, which is described in more detail in 2.3, below. The training locations shall be chosen by the Council and are intended to be accessible to attorneys across California. The outcome sought is improved representation of children and parents in California.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

2.1 Introduction

The Judicial Council of California seeks the services of an entity with expertise in trial skills training to provide training for court appointed dependency attorneys to improve their confidence, effectiveness and advocacy when representing children. The successful candidate will have been trained through the National Institute of

Trial Advocacy and provide these trainings in a similar format. The training must be conducted in a format that is highly interactive and participatory with opportunities for attendees to practice and receive individual feedback from the instructor(s). The funding available for this project is \$50,000 for Year 1, \$80,000 for Year 2 and \$80,000 for Year 3, if option years 2 and 3 are executed. The funding shall include all expenses associated with faculty travel and deliverables. Funding is not to be used for attendee travel, or other benefits beyond providing the training to attendees at no cost. The work for Year 1 is expected to begin on April 15, 2026, and the first training shall be completed by June 30, 2026.

2.2 General Scope of Services Requirements

- 2.2.1 The training curriculum must contain two parts: 1) be focused and suitable for attorneys recently admitted to the state bar; and 2) be focused and suitable for attorneys who have already had some training or on the job experience in trial skills. The Contractor shall not charge attendees to attend a training.
- 2.2.2 The training content must cover advanced trial skills, including but not limited to: Welfare and Institutions Code §355 hearsay exception and limits thereof, general testimonial evidentiary objections, how to introduce writings into evidence, qualifying witnesses as experts, and identifying issues and knowing appropriate timelines for writs and appeals. These skills shall be presented as means to adhere to reunification timelines and establishing adequate records for an appeal.
- 2.2.3 The Proposer's training method and content should be designed to improve the following skills: case analysis, direct examination, cross examination, examination of experts and other witnesses, arguments, use of exhibits and advanced knowledge of and securing strong records for appeals process.
- 2.2.4 The Proposer's training method and content must include facilitation of optional post-training mentoring for more experienced attorneys to serve as mentors to less experienced attorneys attending the training.
- 2.2.5 The training program must include a significant amount of participatory activity and include a method for practice and individual feedback from the instructor(s).
- 2.2.6 The training program must include different methods for discussion that would include audio/visual vignettes, as well as case studies, other written materials, handouts and job-aids.
- 2.2.7 The training program must have an evaluative component.

- 2.2.8 Contractor will provide faculty including subcontracting with faculty when necessary. Faculty will be experienced professionals in their area of training.
- 2.2.9 Contractor will secure and pay for all training venues, logistical costs such as audiovisual equipment and wireless services, and catering costs for participants.
- 2.2.10 Contractor will secure and pay for catering. Catering must include lunch for participants.
- 2.2.11 Contractor will provide adequate marketing to ensure registration between a minimum of 20 and up to 50 participants at each training and a mix of disciplines represented by the participants.
- 2.2.12 Judicial Council will assist in marketing by disseminating training information to attorneys statewide.
- 2.2.13 Contractor will provide registration software, registration services and other logistical support to participants.
- 2.2.14 Contractor will provide all written and printed materials required at training, including handouts/job-aids for each topic under 2.2.2, subject to Council approval.
- 2.2.15 Contractor will provide on-site coordination services including coordination with the venue staff, the faculty, caterers and participants.
- 2.2.16 Contractor will provide and or assist the Judicial Council in providing continuing education units for attorneys and other professional credits.
- 2.2.17 Contractor will administer course evaluations and give the evaluations to the Judicial Council.

2.3 Tasks and Deliverables.

The Judicial Council anticipates the following major tasks and specific deliverables in connection with the scope of services described in this Request for Proposal (RFP). Without changing the Deliverables, the Proposer should correct, validate and expand on the tasks, as deemed necessary or desirable by the Proposer.

2.3.1 Task 1 – Curriculum Development and Program Presentation (**Year 1**)

- 2.3.1.1 Review information about California court appointed attorneys for children and parents.

2.3.1.2 **Deliverable 1:** Meet with and obtain input from CFCC dependency attorneys on needs, gaps, objectives and outcomes for this project. **Due Date: April 24, 2026.**

2.3.1.3 Incorporate content to build skills as described in 2.2.2 and the following areas: case analysis, direct examination, cross examination, examination of experts and other witnesses, arguments, use of exhibits and advanced knowledge of and securing strong records for appeals process.

2.3.1.4 Design and develop the curriculum that shall include competencies, objectives, outline and agenda with content to be covered, instructor training or lesson plan that includes key points for each learning objective, and participant materials, power point presentations and other multi-media presentations or training methods, exercises, hypotheticals, case studies, practice opportunities with direct and immediate individual feedback/critique, participant evaluation forms and other handouts.

2.3.1.5 Consult with CFCC attorneys and those designated by CFCC to give input. Make modifications to curriculum based on feedback from CFCC dependency attorneys.

2.3.1.6 Deliverable 2: Complete curriculum package, which the Judicial Council will receive copies of and be able to use for future trainings, including all items mentioned above, 30 days prior to the first scheduled training event to provide JCC staff with an opportunity to review and collaborate on any needed changes.
Due date: May 1, 2026

2.3.1.7 Deliverable 3: Deliver a two-day twelve-hour total curriculum to 25 to 50 child or parent attorneys at the Council's office in San Francisco. **Due date: June 30, 2026.**

2.3.2 Task 2 – Program presentations (Year 2 and Year 3)

2.3.2.1 Consult with CFCC attorneys to incorporate any desired changes to the two-day twelve-hour total curriculum based on feedback after Deliverable 2.

2.3.2.2 **Deliverable 4, Deliverable 5 (Year 2) and Deliverable 6 and Deliverable 7 (Year 3),** shall be the reproduction of **Deliverable 3**, which includes but is not limited to: schedule and coordinate logistics, including registration, reproduction and assembly of program materials for instructors and participants and any other tasks necessary to reproduce **Deliverable 3**. This also includes any

changes from 2.3.2.1 and 2.3.2.4 and shall be at locations selected by Judicial Council staff.

2.3.2.3 Review feedback from evaluations and debrief with Judicial Council staff

2.3.2.4 Revise curriculum package as required by Judicial Council.

2.3 (a) Deliverable 6a- Beyond the Bench Presentation (Optional)

At the Council’s request, in lieu of **Deliverable 6** develop a one-day six-hour advanced trial skills curriculum to present as a pre or post-conference seminar at the 2027 Beyond the Bench conference. Proposer to provide estimated funding needed for this option in its proposal, which should call out which items in 2.2 wouldn’t need funding. Funding finalization would be discussed in Year 2 and if the Council elects to extend the contract to Year 3, the option of **Deliverable 6 or 6a** would be selected and funding agreed upon within the extension documentation for Year 3.

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 4, 2026
Deadline for questions Solicitations@jud.ca.gov	March 12, 2026
Questions and answers posted https://courts.ca.gov/policy-administration/bidders-solicitations <i>(estimate only)</i>	March 18, 2026
Latest date and time proposal may be submitted Solicitations@jud.ca.gov	March 23, 2026
Evaluation of proposals <i>(estimate only)</i>	March 25, 2026 – April 1, 2026
Notice of Intent to Award <i>(estimate only)</i>	April 3, 2026
Negotiations and execution of contract <i>(estimate only)</i>	To be completed by April 10, 2026
Contract start date <i>(estimate only)</i>	April 15, 2026

EVENT	DATE
Contract end date (<i>estimate only</i>)	June 30, 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 must 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 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>
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>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.</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. https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

Attachment 9: 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
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5.0 PAYMENT INFORMATION

The resulting contract will be comprised of seven (7) deliverables with a firm fixed price per deliverable, with the potential exception of **Deliverable 6a**. The compensation outlined for this project may not exceed \$50,000 for Year 1, and \$80,000 for Year 2 and Year 3 each, totaling \$210,000 over 3 years. The Contractor shall be paid no more than \$2,000 and \$8,000 for Deliverables 1 and 2, respectively. The Contractor shall be paid no more than \$40,000 for each remaining deliverable. The Contractor shall submit invoices upon satisfactory completion of services for each deliverable.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 6.2 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. 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 proposal must be signed by an authorized representative of the Proposer. The Cost Proposal can be submitted in the same email to solicitations@jud.ca.gov as the Technical Proposal, but should be a **separate attachment** marked “COST PROPOSAL,” from the technical proposal. The Proposer must write the RFP title and number in the subject line of the email.
- 6.3 Late proposals will not be accepted. Submission acceptance will be based on the date and time the proposal is received by the JBE. The proposal must be received prior to the due date and time, or the proposal will not be accepted.

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.
 - i. Time estimate for curriculum development;
 - ii. Time estimate for project delivery;
 - iii. Cost per training; and
 - iv. Number of faculty per location
 - 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.
 - iv. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
 - v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
 - vii. 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.
 - viii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) 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.
 - ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
 - iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

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.

CRITERION	MAXIMUM NUMBER OF POINTS
<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

11.0 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 12.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

12.0 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 9**). 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 8**) 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.

13.0 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 non-responsive and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is: March 19, 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

14.0 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.