

# REQUEST FOR PROPOSALS

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***SUPREME COURT OF CALIFORNIA***

**REGARDING:**

***PUBLICATION OF CALIFORNIA OFFICIAL REPORTS***

**RFP NUMBER: RFP-CAL-2023-01-RP**

**PROPOSALS DUE:**

**5/10/2024 NO LATER THAN 4:00 P.M. PACIFIC TIME**

## **1.0 BACKGROUND INFORMATION**

### **1.1 Judicial Branch Entities.**

The Supreme Court of California (the “Supreme Court” or “Court”) was established in 1849, and is authorized by the California Constitution as the court of last resort in the courts of the State of California (“State”). It is headquartered in San Francisco and regularly holds sessions in Los Angeles and Sacramento. Its decisions are binding on all other California state courts.

The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the policy-making entity of the California judicial branch. The California Constitution directs the Judicial 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 Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.

### **1.2 Description of Business Needs.**

- a) Under the California Constitution, article VI, section 14, the Legislature shall provide for the prompt publication of opinions of the Supreme Court, and the Courts of Appeal as the Supreme Court deems appropriate, and the opinions are to be made available for publication by any person for public use and reference (Government Code sections 68902-68905). Government Code section 68902 further states that “the opinions of the Supreme Court, the courts of appeal, and of the appellate divisions of the superior courts as the Supreme Court may deem expedient shall be published in the official reports. The reports shall be published under the general supervision of the Supreme Court.”
- b) Government Code section 68903 establishes that the official reports shall be published pursuant to a contract entered into on behalf of the State of California by the Chief Justice of California, the Secretary of State, the Attorney General, the President of the State Bar of California, and the California Reporter of Decisions, who also serves as secretary. The California Reporter of Decisions also serves as program manager for the contract. The Court, the Secretary of State, the Attorney General, and the President of the State Bar of California are collectively referred to as the “State Entities”.

### **1.3 Request for Proposals (“RFP”).** On behalf of the State Entities, the Judicial Council seeks proposals (“Proposal”) from a qualified person or entity (“Publisher(s)” or “Proposer(s)”) to provide prompt publication of case law opinions into official reports (“Official Reports”) for the State Entities, and the public as set forth in this RFP:

- a) Under Government Code section 68904, the contract to be entered into among the selected Publisher, and State Entities shall be for a period of not less than

two (2) but no more than seven (7) years on the terms and conditions that are favorable and advantageous to the state and to the public.

- b) The goal of this RFP is to establish a multi-party agreement (“Agreement”) among the State Entities, and the selected Publisher for an initial term of **five (5) years** with one (2) two-year option to extend (“Option Term”) exercisable at the sole discretion of the Court, for a total term of seven (7) years. The decision to extend the Agreement will be based, at least in part, on the selected Publisher’s performance and its completed progress towards achieving the expansion of free public access to official versions of California’s case law.
- c) **Questions.** Publishers may submit a request for clarifications or questions regarding this RFP to the Judicial Council using the format provided in **Attachment 10**. Requests shall be submitted via e-mail to [Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov) no later than the date specified in the RFP Timeline. The Publisher must write in the subject line of the email: **Questions**, the RFP number and title.
- d) Publishers, their employees and agents **may not** contact the Judicial Council, the Court (or any other judicial branch entity), any other State Entity, or court personnel during the solicitation process regarding this RFP in any other manner other than set forth in this RFP. Violation of this restriction **may** result in disqualifying a Publisher from consideration for an award under this RFP at the sole discretion of the Judicial Council.
- e) Administrative Rules Governing this RFP. The Administrative Rules governing this RFP can be found in **Attachment 1**. By virtue of submission of a Proposal, the Publisher agrees to be bound by said Administrative Rules.
- f) The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, to amend or cancel this RFP, to award an Agreement in whole or in part and/or negotiate certain terms and conditions with individual Publishers, and to not award any Agreements based on submitted Proposals.

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

**2.1** The Judicial Council, on behalf of the Court and the other State Entities, is seeking a qualified Publisher to provide services (and related deliverables) regarding the prompt publication of case law opinions into Official Reports, according to the specifications below. As further described below, this RFP also seeks services to help produce the California Style Manual.

### **2.1.1 Constitutional Provisions, Statutes, and Rules; Style Manual.**

- a) California Constitution, article VI, section 14, Government Code sections 68902 through 68905, and California Rules of Court, rules 8.1100 through 8.1125, as all those provisions may from time to time be revised and

amended, are incorporated by reference in this RFP. The specified provisions will also be incorporated by reference in the Agreement.

- b) The California Style Manual, Fourth Edition, as it may be revised, supplemented, amended, or replaced by a new edition from time to time, is incorporated by reference in this RFP. The style manual will also be incorporated by reference in the Agreement.

#### **2.1.2 Print Criteria.**

- a) The selected Publisher will publish and sell both print and computer versions (electronic versions) of the Official Reports for opinions received during the term of the Agreement.

#### **2.1.3 Place of Performance.**

- a) In its Proposal, the Publisher must specify the locations at which work will be performed under the Agreement. If work will be performed in more than one location, the Publisher must specify the parts of the work to be performed at each location. Alternate locations for performing, which would be utilized pursuant to the disaster contingency plan (see Section 2.1.8), must also be specified.
- b) The selected Publisher will provide editorial, manufacturing, marketing, sales, distribution, customer service, and any other operation or procedure services necessary to perform the obligations specified in this RFP.

#### **2.1.4 Bond.**

- a) Within five business days from the date the Agreement is signed, the Publisher must, pursuant to Government Code section 68905, subdivision (d), furnish a bond, satisfactory to the State, in the penal sum of \$10,000 for the faithful performance of the Agreement. The bond must be filed in the Office of the Secretary of State of the State of California.

#### **2.1.5 Copies of Publications; Online Access.**

- a) For each Official Reports advance pamphlet and bound volume, the Publisher must provide the Reporter of Decisions, at the Publisher's expense, and at no cost to the State, with twelve (12) printed copies to the Court. This material will be limited to the exclusive use of the Reporter of Decisions and staff, and the material will not be returned upon termination of the Agreement.
- b) The Publisher must also provide the Reporter of Decisions and staff, at the Publisher's expense, and at no cost to the State, with access to any online research service, website, or other remote-access computer database that the Publisher makes commercially available. This access will be limited to the Reporter of Decisions and staff.

- c) For each edition of the California Style Manual produced, the Publisher must provide the Reporter of Decisions, at the Publisher's expense, and at no cost to the State, with twelve (12) printed copies to the Court. This material will be limited to the exclusive use of the Reporter of Decisions and staff, and the material will not be returned on termination of the Agreement.

#### **2.1.6 Transmittal of Manuscript and Other Materials.**

- a) The Publisher must provide, at the Publisher's expense, and at no cost to the State, for transmittal of manuscript, documents, and other materials required to fulfill editorial and manufacturing responsibilities described in this RFP. In lieu of transmittal provisions for paper versions of manuscript, documents, and other materials, the Publisher may provide for transmittal via computer-based methods and procedures (e.g., e-mail, file transfer protocol, or other Internet-based methods), subject to the approval of the Reporter of Decisions for non-paper-based transmittal provisions. The Publisher's computer-based methods and procedures must be generally compatible with the computer systems and software used by the Reporter of Decisions. The Publisher's methods for transmittal must ensure receipt of manuscript, documents, and other materials within 24 hours after dispatch.

#### **2.1.7 Inspections and Meetings.**

- a) The Reporter of Decisions, on behalf of the State, must be given the continuing right to inspect, at reasonable intervals, all premises used in the performance of editorial, manufacturing, and publishing obligations described in this RFP. The Publisher must provide for this right of inspection with any subcontractors.
- b) The Publisher will be responsible for all reasonable expenses relating to any meeting or inspection pertaining to the Official Reports, including the reasonable transportation, lodging, and related travel expenses of State personnel necessary to the purpose of any meeting or inspection. The Publisher shall not be reimbursed by the State for such expenses.

#### **2.1.8 Disaster Contingency Plan.**

- a) The Proposal must include at least one alternative plan or arrangement for continuing publication of the Official Reports should any event or circumstance (e.g., a human-caused or natural disaster) cause a business interruption either for the Publisher or any subcontractor. The plan or arrangement must be detailed and specific. Identification and use of certain subcontractors that may be utilized if the plan is implemented will be subject to the requirements set forth in the Agreement.

### **2.2 General Publishing Duty; Licensing and Proprietary Considerations.**

### **2.2.1 Material to be Published.**

- a) Decisions of the Supreme Court of California will be reported in the continuation of California Reports, Fifth Series. Decisions of the Courts of Appeal will be reported in the continuation of California Appellate Reports, Fifth Series. Decisions of the Appellate Divisions of the Superior Court must be reported with the decisions of the Courts of Appeal, but in a category identified as the “California Supplement.” Decisions of the Commission on Judicial Performance must be reported with the decisions of the Supreme Court of California, but in a category identified as the “CJP Supplement.”
- b) The Publisher must publish in the Official Reports opinions and other material (e.g., court rules) only as directed by the Reporter of Decisions in accordance with the California Rules of Court and publication practices of the Supreme Court of California.

### **2.2.2 Delivery of Opinions and Other Material.**

- a) The Reporter of Decisions will deliver to the Publisher computer versions (electronic versions) of all opinions and other material required to fulfill the Publisher’s obligations under the Agreement. Delivery of computer versions (electronic versions) of Supreme Court and Court of Appeal opinions will normally be made on the day opinions are filed, or on the date after filing on which opinions are certified for publication, by posting the opinions to the California judicial branch’s website (<https://www.courts.ca.gov/opinions-slip.htm>).

### **2.2.3 Intellectual Property Rights; Copyright and Licenses.**

- a) Opinion summaries, headnotes, classification headings for headnotes, and related references and statements prepared by the Publisher for the Official Reports may be copyrighted by the Publisher. If the Publisher declines to register a copyright on its own behalf, the Publisher must register a copyright on behalf of the Court. All expenses of obtaining copyright, either on behalf of the Publisher or the Court, will be the responsibility of the Publisher, and copies of all documents pertaining to copyright must be provided to the Reporter of Decisions within one year of their production.
- b) No copyright or other proprietary right may be procured or claimed by the Publisher for the text of any opinion reported in the Official Reports.
- c) No copyright or other proprietary right may be procured or claimed by the Publisher with respect to any element of any citation for any opinion or statement reported in the Official Reports. This includes any method of intra-opinion designation (i.e., “point page” references). All elements of all Official Reports citations for California Reports (First Series), California Reports, Second Series, California Reports, Third Series, California Reports,

Fourth Series, California Reports, Fifth Series, California Appellate Reports (First Series), California Appellate Reports, Second Series, California Appellate Reports, Third Series, California Appellate Reports, Fourth Series, and California Appellate Reports, Fifth Series, are in the public domain.

- d) The Court will grant the Publisher a royalty-free license during the term of the Agreement for use of all copyright, held by the incumbent publisher on opinion summaries, headnotes, classification headings for headnotes, and related references and statements in California Reports (First Series), California Reports, Second Series, California Reports, Third Series, California Reports, Fourth Series, California Reports, Fifth Series, California Appellate Reports (First Series), California Appellate Reports, Second Series, California Appellate Reports, Third Series, California Appellate Reports, Fourth Series, and California Appellate Reports, Fifth Series.
- e) The Court's offer to grant the license described in paragraph (d) is based on section XI of the final judgment entered by the United States District Court for the District of Columbia on March 7, 1997, in *United States et al., v. Thomson Corporation et al.* (Civil No. 96-1415 [PLF]). Section XI provides for transfer to the State of a "license," which shall be perpetual in term, sublicensable, assignable, and royalty-free, to the use of any intellectual property rights which [the incumbent publisher] holds pertaining to the headnotes, case notes, and/or case summaries in the product(s) at issue." Exhibit A.3 of the final judgment defines the Official Reports as among the "product(s) at issue." The license was conditioned on exercising an option provided by the decision to terminate the Official Reports publication contract in effect at that time, and that option was exercised.
- f) The Publisher must grant the Court a royalty-free, perpetual license, which will be sublicensable and assignable, for use of all intellectual property rights, including copyright, on opinion summaries, headnotes, classification headings for headnotes, and related references and statements created during the term of the Agreement.
- g) If the Court terminates the Agreement, the Court and the other State Entities as well as any successor publisher of the Official Reports must be held harmless for any and all claims, injuries, damages, losses or expenses, including attorney fees, for infringement of the Publisher's intellectual property rights in the Official Reports, including copyright, relating to any sublicense or assignment of those rights made by the State in good faith to facilitate continued publication and availability of the Official Reports. The State, its officers, officials, employees, volunteers, and any successor publisher shall be held harmless even if the Court's termination of the Agreement is ultimately found to be without cause.

#### **2.2.4 Official Reports / Subscription Lists.**

- a) The current publication contract obligates the incumbent publisher to provide copies to the Court, or to a successor publisher designated by the Court of all Official Reports subscription lists. The copies of subscription lists shall include all relevant information reasonably needed by a successor publisher to fulfill subscription obligations. This includes, but is not limited to, the names and addresses of subscribers, types and categories of subscriptions for each subscriber, and subscription cost information. The State will exercise reasonable diligence in enforcing the obligation to provide subscription lists, but the State assumes no responsibility or liability for the accuracy or form of subscription list information provided by the incumbent publisher, nor will the State be responsible for any failure by the incumbent publisher to provide the information.
- b) The incumbent publisher will, in turn, be obligated to provide copies to the Court of all Official Reports subscription lists on termination of the existing publication contract resulting from this RFP. The copies of subscription lists must include all relevant information reasonably needed by a successor publisher to fulfill subscription obligations for the print version of the Official Reports and any computer version (electronic version). The required information includes, but is not limited to, the names and addresses of subscribers, the type of subscription for each subscriber, and subscription cost information.

#### **2.2.5 Marketing and Advertising of Official Reports.**

- a) The Publisher shall make extraordinary efforts to market and advertise the Official Reports during the term of the Agreement, including extraordinary efforts to increase subscription lists during the term of the Agreement. The Publisher's Proposal must include a marketing plan for the Official Reports. Changes to the marketing plan during the term of the Agreement will be subject to the reasonable approval of the Reporter of Decisions.
- b) The Publisher shall report as periodically required by the Reporter of Decisions on current marketing and advertising efforts, and on the effectiveness of marketing and advertising efforts in general. Reports must include information as to the number of Official Reports subscribers for the print version, and correlative information for computer versions (electronic versions) of the Official Reports.
- c) If, at any time during any term of the Agreement, the Reporter of Decisions, on behalf of the State, determines that the Publisher's marketing and advertising do not reflect good faith, fair dealing, and cooperation, the Publisher will be advised in writing and given a reasonable opportunity to correct any deficiencies before the Agreement is terminated by the State on that basis. For this provision, the term "reasonable" is defined to mean a period of time not to exceed six weeks.
- d) No advertisements may be published in the bound volumes of the Official Reports. Advertising may, however, be published on the back cover of the



Official Reports advance pamphlets with advance written approval of the Reporter of Decisions.

### **2.3 Requirements and Standards for Editorial Work.**

#### **2.3.1 Staffing and Cost.**

- a) All editorial work specified in this RFP will be performed at the Publisher's expense, and at no cost to the State.
- b) In the Proposal, the Publisher must specify in detail the method and manner of performing editorial work specified in this RFP. This information must include a description of the various functions to be performed and staffing plans, including the qualifications of staff. The disaster contingency plan must include at least one alternative manner of performing editorial work.

#### **2.3.2 Cooperation with Reporter of Decisions.**

- a) The Publisher must cooperate with the Reporter of Decisions to the maximum extent reasonably possible in performing the editorial work described in this RFP. Satisfactory performance of editorial responsibilities will require extraordinary diligence, initiative, and discretion by the Publisher's staff, and it will require extensive day-to-day communication with, and deference to, the Reporter of Decisions and staff.
- b) The Publisher's processes and procedures for performing editorial responsibilities must be compatible with processes and procedures of the Reporter of Decisions. The publisher has the burden of familiarizing itself with the Reporter's processes and procedures in preparing its publication proposal.
- c) If, at any time during the term of the Agreement that is in effect, the Reporter of Decisions, on behalf of the State, determines that the Publisher's editorial work is unsatisfactory, the Publisher will be advised in writing and given a reasonable opportunity to correct any deficiencies before the contract is terminated by the State on that basis. For this provision, the term "reasonable" is defined to mean a period of time not to exceed six weeks.

#### **2.3.3 Post Filing Verification, Correction, Styling, and Proofreading.**

- a) The Publisher must accurately report opinion text and make changes to text only as specified by this RFP, or as otherwise directed by the Reporter of Decisions. The Publisher must identify and promptly refer to the Reporter of Decisions all discrepancies, anomalies, and inconsistencies in opinion text that are discernible from diligently performing editorial responsibilities described in this RFP.

- b) The Publisher must provide for thorough proofreading, copyreading, and correction of all opinions as soon as practicable after delivery by the Reporter of Decisions. The proofreading and copyreading must be done at a level of timeliness and accuracy satisfactory to the Reporter of Decisions.
- c) The Publisher is required to verify the accuracy of all citations to authority in opinions. The Publisher is also required to verify the accuracy of all quotations of authority in opinions (e.g., including but not limited to, other opinions, statutes, rules, law reviews, and treatises).
- d) All opinions must conform to style and standards as directed by the Reporter of Decisions. Style and standards are principally set forth in the California Style Manual, Fourth Edition. The Publisher's styling responsibilities include: (i) checking titles of opinions and designations of parties; (ii) checking and styling the counsel listing; (iii) checking and styling trial court information; (iv) checking and styling names of justices; (v) executing partial publication orders; (vi) executing orders of modification and clerical correction directives from the Reporter of Decisions; (vii) adding parallel case citations, where available, to the National Reporter System, state reports of other jurisdictions, specialized case reporters as specified or authorized by the Reporter of Decisions, and any other form of parallel citation (e.g., universal citations) specified or authorized by the Reporter of Decisions; (viii) creating opinion titles for citation purposes (i.e., "running head" titles); (ix) correctly styling all citations of authority in opinions; and, (x) correcting errors in spelling and grammar.
- e) In the course of verifying, correcting, styling, and preparing summaries and headnotes, all opinions must be diligently inspected by the Publisher for: (i) citation to unpublished and depublished opinions; (ii) citation of opinions in which review has been granted by the Supreme Court; (iii) any facial impropriety with respect to the certification of the opinion for publication or partial publication; and, (iv) in partially published opinions, references in concurring, dissenting, or concurring and dissenting opinions to the unpublished portion of the majority or lead opinion. All occurrences of the specified anomalies must be promptly referred to the Reporter of Decisions.

#### **2.3.4 Summaries and Headnotes.**

- a) Opinion summaries, headnotes, classification headings for headnotes, and related references must be added to all opinions reported in the Official Reports. All headnotes and summaries must have the style, format, and level of editorial quality reflected in volumes 7 through 12 of California Reports, Fifth Series, and volumes 70 through 75 of California Appellate Reports, Fifth Series. The Publisher may propose alternatives to this requirement, but the Proposal must provide the State with at least one alternative conforming to the specified style. Samples of any proposed alternative to the summary and headnote style must be included with the Proposal, and the advantage to the State and to the public, including the effect on subscriber prices, of any proposed alternative must be stated in detail.

- b) Headnotes for the California Reports, Fifth Series, and California Appellate Reports, Fifth Series, are classified to a former publisher's digest of California decisional law (for continuing use of the digest's classification system under license).
- c) In the Proposal, the Publisher must state an intention to continue using the digest classification system described in paragraph (b) or propose alternative sources, methods, or plans for classifying headnotes. Samples must be provided for any alternative source, method, or plan for classification of headnotes. The Publisher must demonstrate the advantage to the State and public of using an alternative source, method, or plan.
- d) To its headnotes, the Publisher must append references to such authorities as directed or approved by the Reporter of Decisions, but only in the amount and manner specified and approved by the Reporter of Decisions.

### **2.3.5 Post-Publication Revision and Correction.**

- a) The text of opinions and all editorial enhancements to opinions (e.g., tables, summaries, and headnotes) are subject to inspection, revision, and correction by the Reporter of Decisions. This includes the editing described by rule 8.1105(f) of the California Rules of Court.
- b) Where errors of significance are detected after publication of Official Reports bound volumes, whether errors are caused by the Publisher, the appellate courts, or the Reporter of Decisions, the Publisher must, at the discretion of the Reporter of Decisions and at the Publisher's own expense, reprint and reissue the volume in its entirety. The Publisher must also promptly reflect such corrections in the computer versions (electronic versions) of the Official Reports.

## **2.4 Print Version Requirements.**

### **2.4.1 Pagination and size of volumes.**

- a) The Publisher must continue to utilize the system of uniform pagination reflected in the current publication of advance pamphlets and bound volumes for the California Reports, Fifth Series, and the California Appellate Reports, Fifth Series. This means that volume and page designations for opinions in the advance pamphlets are retained for the bound volumes, notwithstanding that some opinions in the advance pamphlets may be deleted from the bound volumes in accord with the California Rules of Court, publication practices of the Supreme Court, and directions from the Reporter of Decisions.
- b) The average number of actual opinion pages included in each Official Reports bound volume must be 1,150. The term "actual opinion pages" includes associated classification headings, summaries, and headnotes. Alternatives to the specified average number of actual opinion pages may be

proposed by the Publisher in the Proposal, but at least one alternative must be based on 1,150 pages. The advantage of utilizing any proposed alternative must be stated.

- c) Pagination of the advance pamphlets must be continuously monitored and adjusted by the Publisher to ensure that the specified average number of actual opinion pages per volume is satisfied over the course of each year of the contract. The Publisher must report the results of this monitoring and adjusting as requested by the Reporter of Decisions.

#### **2.4.2 Advance Pamphlets; Review Granted Pamphlets.**

##### a) General Specifications.

- i. The Publisher must publish advance reports of opinions of the California Supreme Court, Courts of Appeal, Appellate Divisions of the Superior Courts, and Commission on Judicial Performance in combined advance pamphlets entitled “Advance Sheets of the California Official Reports.”
- ii. Advance pamphlet material relating to the Supreme Court must appear in the first portion of the pamphlet. Matters relating to the Commission on Judicial Performance and other appellate courts must appear following the Supreme Court matter. Where opinions from two volumes of the California Reports, Fifth Series, and/or the California Appellate Reports, Fifth Series, are published in the same advance pamphlet, a distinguishing border must be printed on the outside of the pages of the opinions from the second volume to facilitate identification and ease of access.
- iii. Pagination, typographical style, paper quality, paper weight, and binding for the Official Reports advance pamphlets must conform to 2023 advance pamphlets No(s). 1 to 35. The Publisher may propose alternatives to this requirement, but the Proposal must provide the State with at least one alternative conforming to this requirement. Samples of any proposed alternatives must be included with the Proposal, and the advantage to the State and to the public, including the effect on subscriber prices, of any proposed alternative must be stated.

##### b) Contents of Advance Pamphlets.

- i. Pages of the Official Reports advance pamphlets comprising Supreme Court material must contain: (i) title page; (ii) multivolume cumulative table of opinions; (iii) opinions of the Supreme Court with classification headings, summaries, and headnotes prepared by the Publisher; (iv) Supreme Court minutes; (v) opinions of the Commission on Judicial Performance with classification headings, summaries, and headnotes prepared by the Publisher; and (vi) other material that the Supreme Court or Reporter of Decisions may direct to be published, including additions or amendments to the California Rules of Court, local

appellate court rules, appellate court internal operating policies and procedures, specified Supreme Court orders, and other policies, guidelines, standards, and rules.

- ii. Pages of the Official Reports advance pamphlets comprising Court of Appeal material must contain: (i) title page; (ii) multivolume cumulative table of opinions; (iii) opinions of the Courts of Appeal and Appellate Divisions of the Superior Courts certified for publication in whole or in part, with classification headings, summaries, and headnotes prepared by the Publisher; (iv) cumulative subsequent history table and derivative tables; and, (v) such other materials as the Supreme Court or Reporter of Decisions may direct to be published.
  - iii. In the Proposal, the Publisher has discretion to propose editorial enhancements not specified in paragraphs (a) and (b), and the Publisher may also propose deleting enhancements specified in paragraphs (a) and (b). The Publisher must state the extent to which including or deleting any enhancement affects the Publisher's statement of prices. The State must have the option of deciding on the inclusion or deletion of any enhancement.
- c) Publication frequency of Advance Pamphlets.
- i. Official Reports advance pamphlets must be published every 10 calendar days. The Publisher may propose alternate publication frequencies, but the Proposal must provide the State with at least one alternative conforming to publication every 10 calendar days. The advantage to the State and to the public, including the effect on subscriber prices, of an alternative publication frequency must be stated.

#### **2.4.3 Lead-Time Requirements for Advance Pamphlets.**

- a) Unless otherwise directed by the Reporter of Decisions, the Publisher must promptly prepare and publish opinions in the order received.
- b) Opinions must be published with reasonable promptness after receipt. If the State determines that opinions are not being published with reasonable promptness, the Publisher must be advised and given a reasonable opportunity to publish opinions more promptly before the contract is terminated by the State on that basis. Publication will not, under any circumstances, be considered prompt if the Publisher persistently allows more than twenty-five (25) judicial days to pass between receipt of the most recent opinion in an advance pamphlet and publication of that pamphlet.

#### **2.4.4 Advance Pamphlet Printing and Distribution.**

- a) The Publisher must specify where the Official Reports advance pamphlets will be printed. The Publisher must also describe the various manufacturing functions to be performed, including staffing arrangements, the facilities in which those functions will be performed, and the type and manufacturer of equipment to be used for the printing and binding of the pamphlets. All subscribers must receive Official Reports advance pamphlets within four (4) days of the scheduled date of publication.

#### **2.4.5 “Reprinting for Tracking” Pamphlets.**

- a) The Publisher must continue the current practice of reprinting for tracking. After the Supreme Court grants review, some published Court of Appeal opinions may be ordered depublished and are no longer regarded as published under rule 8.1105, California Rules of Court, but these opinions must nonetheless remain available in the Official Reports while review is pending. To accomplish this, two pamphlets are issued each year, the first is published in January to accumulate and reprint all opinions for which review was granted, and depublication ordered, and which remain pending as of December 31 of the prior year. The second pamphlet is issued in July of each year. The July pamphlet accumulates and reprints only opinions in which review was granted and depublication ordered between January and June of the current year. Each edition of the pamphlet contains explanatory information and tables as directed by the Reporter of Decisions.
- b) “Reprinting for tracking” pamphlets must be treated as part of the subscription for Official Reports advance pamphlets and not priced or billed as a separate component of the Official Reports. The Publisher must, however, separately state subscription prices if the review granted pamphlets were not published, and if review granted Court of Appeal opinions were included in the bound volumes of Cal.App.5th, notwithstanding rule 8.1105, California Rules of Court. If including review granted opinions in bound volumes of Cal.App.5th would affect the prices for bound volumes, that effect must also be specified in the publisher’s Proposal.

#### **2.4.6 Bound Volumes.**

- a) General Specifications.
  - i. Pagination, typographical style, paper quality, paper weight, and binding for bound volumes of the Official Reports must conform to volumes 7 through 12 of California Reports, Fifth Series, volumes 70 through 75 of California Appellate Reports, Fifth Series. The Publisher may propose alternatives to this requirement, but the Proposal must provide the State with at least one alternative conforming to this requirement. Samples of any proposed alternatives must be included with the Proposal, and the advantage to the State and to the public, including the effect on subscriber prices, of any proposed alternative must be stated.
- b) Contents of Bound Volumes.

- i. Bound volumes for the California Reports, Fifth Series, must contain the following: (i) list of contents inside the front cover; (ii) title page; (iii) rosters of judges of the Supreme Court, Courts of Appeal, and Superior Courts; (iv) table of cases; (v) opinions of the Supreme Court with classification headings, summaries, headnotes, and subsequent history entries, if any; (vi) opinions of the Commission on Judicial Performance with classification headings, summaries, headnotes, and subsequent history entries, if any; (vii) memorials, if any; and, (viii) such other materials as the Supreme Court or the Reporter of Decisions may direct to be published.
  - ii. Bound volumes for the California Appellate Reports, Fifth Series, must contain the equivalent of all items specified in the preceding paragraph, except that the included opinions must be those of the Courts of Appeal and the Appellate Divisions of the Superior Courts, and the roster of judges shall contain the judges of the Courts of Appeal and the Appellate Divisions of the Superior Courts.
  - iii. The Publisher has discretion to propose editorial enhancements not specified in paragraphs (a) and (b), and the Publisher may also propose deleting enhancements specified in paragraphs (a) and (b). The Publisher must state the extent to which including or deleting any enhancement affects the Publisher's statement of prices. The State must have the option of deciding on the inclusion or deletion of any enhancement.
- c) Lead-Time Requirements for Bound Volumes.
- i. The Publisher must publish and deliver bound volumes of the Official Reports within sixty (60) days after delivery of the final opinion page manuscript by the Reporter of Decisions. The term "opinion page manuscript" refers to (i) page proofs of opinions in the advance pamphlets that have been edited and corrected by the Reporter of Decisions, or (ii) computer files of opinions in the advance pamphlets that have been edited and corrected by the Reporter of Decisions.
- d) Availability of Back Volumes; Inventory Requirements.
- i. The Publisher must make available a sufficient number of copies of each bound volume of the Official Reports to supply all demands (including, without limitation, from all State Entities) for six (6) years from the date of publication of each volume. Volumes supplied pursuant to this requirement must be sold at prices no greater than the current applicable price authorized under the contract for publication of the Official Reports in effect at that time.

- ii. The Publisher must make a reasonable effort to acquire the incumbent publisher's Official Reports inventory and assume responsibility for selling volumes from that inventory that were published under prior Official Reports publication contracts.

#### **2.4.7 California Style Manual, Fifth Edition.**

##### **a) General Specifications.**

- i. The Publisher must assist the Reporter of Decisions in the creation and production of the California Style Manual, Fifth Edition. Such assistance shall consist of all editorial, typographic, layout, and graphic design necessary for the production of an independent, separate print product. The California Style Manual, Fifth Edition, must be produced in both hard copy printed and computer format (electronic format). The format chosen must be able to support supplements and updates.
- ii. Copyright to the California Style Manual, Fifth Edition, will be held by the State of California but the Publisher will be granted an exclusive license to publish and sell the California Style Manual, Fifth Edition, at the price specified in the Proposal and in accordance with the print price adjustment provisions set forth in Section 2.6.
- iii. The Publisher has discretion to propose editorial enhancements to or format for the California Style Manual, Fifth Edition, not specified above.
- iv. The Publisher must print and make available for sale a sufficient number of copies of the California Style Manual, Fifth Edition, to supply all demands (including, without limitation, from all State Entities) for twenty (20) years from the date of publication. Volumes supplied pursuant to this requirement must be sold at prices no greater than the current applicable price authorized under the contract for publication of bound volumes of the Official Reports in effect at that time.

#### **2.5 Requirements for Computer Version (Electronic Version) of Official Reports.**

##### **2.5.1 General Specifications.**

- a) The Publisher must include at least one computer version (electronic version) of the Official Reports that includes both retrospective coverage and coverage of all opinions filed during the term of the Agreement. The term "computer version (electronic version) of the Official Reports" is broadly defined to include any electronic, non-paper-based mode, method, or manner of delivering or providing access to opinions. This includes, but is not limited to, any computer-based data storage and retrieval technology, including an on-line commercial legal research service, or any other remote-access computer database.



- b) Retrospective coverage must include all opinions filed and reported in the Official Reports prior to the effective date of the Agreement. This includes California Reports, Fifth Series, California Reports, Fourth Series, California Reports, Third Series, California Reports, Second Series, California Reports (First Series), California Appellate Reports, Fifth Series, California Appellate Reports, Fourth Series, California Appellate Reports, Third Series, California Appellate Reports, Second Series, and California Appellate Reports (First Series). In the Proposal, the Publisher must describe how authenticity, accuracy, and conformity to the print version of the Official Reports (or comply with directives by the Reporter of Decisions to deviate from the print version) will be ensured, as of the effective date of the Agreement and thereafter.
- c) Opinions filed and reported in the Official Reports subsequent to the effective date of the Agreement must, with reasonable promptness, be made available in a computer version (electronic version). All editorial requirements and enhancements specified in this RFP must also, with reasonable promptness, be reflected in a computer version (electronic version), and the Publisher must describe in detail how computer versions (electronic versions) of opinions will be processed and made available with reasonable promptness and reflecting all editorial requirements and enhancements.
- d) If the State determines that a computer version (electronic version) is not being provided with reasonable promptness, the Publisher must be advised and given a reasonable opportunity to provide computer versions (electronic versions) of opinions more promptly before the Agreement is terminated by the Court on that basis. For this provision, “reasonable opportunity” is defined as a period not to exceed sixty (60) days.
- e) The Publisher must describe in detail the method and manner for providing customer service and assistance, including technical support and assistance, for computer versions (electronic versions) of the Official Reports.

### **2.5.2 Public Access Official Reports Website.**

- a) In addition to the computer version (electronic version) specified in 2.5.1, the Publisher must host a website of California opinions that will be available to the public at no charge and linked to the California Courts website. This website must include, as of the effective date of the Agreement, the official text of opinions from volume 1, California Reports (1850-1851), and volume 1, California Appellate Reports (1905), through and including all subsequent opinions that have published as final versions in the Official Reports bound volumes by that time. Opinions must thereafter be added to the website not later than the approximate time final versions of opinions prepared for the Official Reports bound volumes are available. This website must have at least the same approximate functionality, authenticity of opinion text, and search/find utilities as the current Public Access Official Reports Website (see searchable opinions page at <https://www.courts.ca.gov/opinions.htm>),

but the Publisher is encouraged to propose enhancements and improvements to the content and functionality of the current Public Access Official Reports Website. These enhancements and improvements should include elements such as Official Reports pagination and headnotes for opinions made available on the Public Access Official Reports Website. Enhancements and improvements should also conform to the requirements set forth in the Uniform Electronic Legal Material Act.

### **2.5.3 Public Access Official Reports Website “2.0”.**

- a) The Court and the other State Entities are also interested in enhancements to the Public Access Official Reports Website. Among these potential enhancements are:
  - i. Delivery of final versions of opinions in machine-readable form (i.e., XML or JSON) and affording the ability to download opinions in bulk.
  - ii. Revision of terms and conditions for usage of the Public Access Official Reports Website to conform to the Uniform Electronic Legal Material Act.
  - iii. Inclusion of a Uniform Resource Identifier for each opinion; and
  - iv. Enhanced browse and search capability to include browsing by date range or by court.

## **2.6 Publication Pricing.**

### **2.6.1 Comprehensive Statement of Prices.**

- a) The Publisher must provide a comprehensive statement of prices for print versions of the Official Reports in its **Cost Proposal**. Shipping and handling charges must be included in the statement of prices. In stating prices, the Publisher must make no distinction between public and private sector subscribers. Optional: in the Cost Proposal, the Publisher may, in addition to the print version pricing, also provide a statement of prices for the computer versions (electronic versions) of the Official Reports. If the Publisher provides pricing for computer versions (electronic versions), prices must be provided only for products consisting solely of the Official Reports. Notwithstanding the foregoing, the selected Publisher must provide the website (as further described in section 2.5.2 above) free of charge to the public.

### **2.6.2 Price Adjustment Requirements.**

- a) Prices charged for the print version of the Official Reports will be subject to annual adjustment, upward or downward, in accordance with price indexes published by the United States Department of Labor, Bureau of Labor Statistics Producer Price Index for Technical, Scientific and Professional Book Publishing, Series ID PCU511130511130F3 for the print price

adjustments. The Publisher may propose an alternative method for determining the print price adjustments, but the **Cost Proposal** must show to the Court and the other State Entities at least one alternative using a relevant index published by the Bureau of Labor Statistics. Price increases will be limited to a maximum increase of 3.5% annually. No change in price may be made without prior written consent by the Reporter of Decisions on behalf of the Court and other State Entities.

- b) All publication prices and print price adjustments under the terms and conditions of the Agreement must be subject to all applicable federal economic stabilization laws, orders, and regulations. Sales taxes imposed by law during the course of the publication for the Official Reports must be added to any applicable price.

### **2.6.3 Discretion to Charge Lower Prices.**

- a) The statement of prices, as subject to adjustments under 2.6.2, will not prohibit the Publisher from voluntarily charging lower prices, nor does the statement of prices prohibit the Publisher from including the Official Reports in any cooperative purchasing plans or agreements with subscribers. The Official Reports may also be included in promotional discounts, discounts resulting from “bundling” the Official Reports with other products or services, and any other pricing concessions resulting in prices lower than those otherwise required by the statement of prices.
- b) If the Publisher voluntarily charges prices lower than those required by the statement of prices, as subject to adjustments under 2.6.2, the Publisher must, in doing so, treat public sector subscribers at least as favorably as private sector subscribers in like circumstances.

## **2.7 Liquidated Damages.**

**2.7.1 Advance Pamphlets.** Failure of the Publisher to publish and substantially complete distribution of Official Reports advance pamphlets to subscribers within five (5) judicial days of the scheduled date of publication will result in damages to the State Entities and the public that would be difficult to accurately assess. Therefore, as **liquidated damages**, the Publisher shall pay to the Court fifteen thousand (\$15,000) for each occurrence of late publication or distribution. A delay solely attributable to the United States Postal Service will not cause assessment of the penalty.

**2.7.2 Bound Volumes.** Failure of the Publisher to publish the bound volumes within seventy-five (75) days from the date the Reporter of Decisions transmits the opinion page manuscript will result in damages to the State Entities and the public that would be difficult to accurately assess. Therefore, as **liquidated damages**, the Publisher shall pay to the Court the amount of twenty-five thousand (\$25,000) for each occurrence of late publication.

**2.7.3** The liquidated damages set forth above **shall not** be construed as a penalty, but as an adjustment in pricing for the State Entities to recover under the Agreement due to the selected Publisher's non-performance or failure to comply with the requirements for the publication services. Notwithstanding the above, the liquidated damages set forth in the above section will be in addition to any other rights or remedies that the State Entities may be entitled to exercise under the Agreement (including termination for cause) and applicable laws.

### 3.0 TIMELINE FOR THIS RFP

Below is a list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council. It shall be the sole responsibility of prospective Publishers to monitor the Court Website at: [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm) to ascertain whether the Judicial Council has issued an addendum changing any element of the RFP, including events or key dates.

| EVENT  | DATE   |
|--|--|
| RFP issued   | <b>April 8, 2024</b>   |
| Deadline for questions via email to:<br><a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>                             | <b>April 12, 2024</b><br><b>No later than 4:00 PM Pacific Time</b> |
| Questions and answers posted at<br><a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> ( <i>estimate only</i> )     | <b>April 17, 2024</b>  |
| Latest date and time Proposal may be submitted at<br><a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>                | <b>May 10, 2024</b><br><b>No later than 4:00 PM Pacific Time</b>   |
| Start date of evaluation of Proposals<br>( <i>estimate only</i> )  | <b>May 13, 2024</b>  |
| Notice of Intent to Award posted at<br><a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> ( <i>estimate only</i> ) | <b>May 20, 2024</b>  |
| Start date of negotiations and execution of contract<br>( <i>estimate only</i> )   | <b>June 3, 2024</b>  |
| Contract start date ( <i>estimate only</i> )   | <b>July 1, 2024</b>  |
| Contract end date (Initial Term, <i>estimate only</i> )  | <b>June 30, 2029</b>   |

### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

| ATTACHMENT   | DESCRIPTION   |
|--|---|
| <b>Attachment 1:</b><br>Administrative Rules<br>Governing RFPs       | These rules govern this solicitation.   |
| <b>Attachment 2:</b><br>Standard Terms and<br>Conditions             | If selected, the person or entity submitting a Proposal must sign the Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).   |
| <b>Attachment 3:</b><br>Acceptance of Terms<br>and Conditions        | On this form, the Publisher must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.<br><br><b>Note: The Judicial Council, in its sole discretion, has the right to reject any exceptions (addition, deletion, or other modification) made to the Terms and Conditions that are submitted by the Publisher.</b>   |
| <b>Attachment 4:</b><br>General Certifications<br>Form               | The Publisher must complete the General Certifications Form and submit the completed form with its proposal.  |
| <b>Attachment 5:</b><br>Darfur Contracting Act<br>Certification      | The Publisher must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.  |
| <b>Attachment 6:</b><br>Payee Data Record<br>Form (STD 204)          | The Publisher must complete this form as provided for in the link as it is used to process payments.<br><br><b>LINK TO THE 204 FORM:</b><br><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>   |
| <b>Attachment 7:</b><br>Payee Data Record<br>Supplement<br>(STD 205) | The Publisher must complete this form as provided for in the link as it 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.<br><br><b>LINK TO THE 205 FORM:</b><br><a href="https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf</a> |
| <b>Attachment 8:</b> DVBE<br>Declaration                             | The Publisher must complete this form if they wish to participate in the DVBE incentive.  |
| <b>Attachment 9:</b><br>Bidder’s Declaration                         | The Publisher must submit this form if they are participating in the Disabled Veteran Business Enterprise (DVBE) incentive.   |
| <b>Attachment 10:</b><br>Question Submittal<br>Form                  | Complete this form if Publisher wishes to submit questions regarding this RFP.  |
| <b>Attachment 11:</b><br>Unruh and FEHA<br>Certification             | The Publisher must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification, and submit the completed certification with its Proposal.  |
| <b>Attachment 12:</b><br>Cost Worksheet                              | The Publisher must use this Cost Worksheet in Excel format, listing all publication prices and print price adjustments in accordance with <b>Section 2.6</b> and <b>Section 5.0</b> of this RFP, including but not limited to, Official Reports, advance pamphlets, bound volumes, computer versions (electronic versions), subscription services, and online services.   |

## 5.0 PAYMENT/PRICING INFORMATION

5.1 The Publisher's prices, costs, and fees incurred for publishing services and subscription services under the Agreement will be based on the Publisher's budget set forth in the **Cost Proposal**. Please see section 2.6 above for more information on pricing that Publisher must include in its Cost Proposal. This is a zero-dollar contract subject to the applicable terms and conditions of the Agreement.

5.2 By submitting a Proposal, the Publisher agrees to the following:

- i. To accept a zero-dollar contract (i.e., although the Proposal would include the Publisher's pricing on, for example, subscription sales, neither the Court, the State Entities, nor any other California state entity, will pay any fees or compensation to Publisher under the Agreement).
- ii. The State of California is not obligated to pay any compensation to the Publisher for costs and fees incurred for publishing services and subscription services under the Agreement; and
- iii. **Complimentary Subscriptions.** The Publisher is to provide to the Supreme Court of California and Courts of Appeal up to one-hundred and twenty (120) complimentary print version subscriptions to the Official Reports as well as up to one-hundred and twenty (120) complimentary copies of the California Style Manual, Fifth Edition when it is produced.

5.3 Allowable Expenses:

- i. Travel, lodging, and meal expenses are **not** applicable.
- ii. Expenses and reimbursable costs of any type are **not** applicable.

## 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 Publisher must submit its Proposal in two parts: the **Technical Proposal** and the **Cost Proposal**:

- i. The Publisher must submit to the Judicial Council the **Technical Proposal** with the required attachments outlined in this RFP via email to the following email address: [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The **Technical Proposal** must be submitted separate from the **Cost Proposal**. The electronic copy must be signed by an authorized representative of the Publisher. The Publisher must write in the subject line of the email: **Technical Proposal**, the RFP number and title.

- ii. The Publisher must submit to the Judicial Council the **Cost Proposal** via email to the following email address: [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov). The **Cost Proposal** must be submitted separate from the **Technical Proposal**. The Cost Proposal must be submitted in two parts: In Excel format using **Attachment 12** and a pdf copy. The pdf copy must be signed by an authorized representative of the Publisher. The Publisher must write in the subject line of the email: **Cost Proposal**, the RFP number and title.

6.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Both emails must be received prior to the due date and time, or the Proposal will not be accepted. However, as necessary, the Judicial Council and Court may request clarification from Publishers after the submission of Proposals.

6.4 Late Proposals **will not** be accepted.

6.5 The Judicial Council reserves the right to reject any Proposal, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is not an agreement, obligation, or contract. The Judicial Council or the State of California is not responsible for the cost of preparing the Proposal. Submitted Proposals may be retained as official files and may become a public record.

6.6 By submitting a Proposal, the Publisher certifies that: (i) it is in compliance with economic sanctions imposed pursuant to applicable laws by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "Economic Sanctions"); and (ii) it is not a target of Economic Sanctions. If the Judicial Council determines that the Publisher is not in compliance with Economic Sanctions or is a target of Economic Sanctions, the Publisher's Proposal will be considered non-responsive.

## 7.0 PROPOSAL CONTENTS

7.1 **Technical Proposal**. The following information must be included in the Technical Proposal of the Proposal. A Proposal lacking any of the following information may be deemed non-responsive.

- a. The Publisher's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Publisher 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 Publisher's designated representative for purposes of this RFP.
- c. Names, addresses, and telephone numbers of **one (1)** client for whom the Publisher has conducted similar services. The Judicial Council and Courts may check references listed by the Publisher.

- d. Proposed method to complete the publishing services of Official Reports referenced in Section 2.0.
- e. Acceptance of the Terms and Conditions.
  - i. On **Attachment 3**, the Publisher must check the appropriate box and sign the form. If the Publisher 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 Publisher must also submit (a) a **red-lined** version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- f. Certifications, Attachments, and other requirements.
  - i. **Acceptance of Terms and Conditions:** As set forth above, Publisher must complete and provide the Acceptance of Terms and Conditions (**Attachment 3**).
  - ii. The Publisher must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
  - iii. If Publisher is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Publisher is in good standing in California. If Publisher is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Publisher is qualified to do business and in good standing in California. If Publisher is a foreign corporation, LLC, LP, or LLP, and Publisher does not (and will not if awarded the contract) conduct intrastate business in California, and proof that Publisher is in good standing in its home jurisdiction.
  - iv. Copies of the Publisher’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
  - v. The Publisher must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
  - vi. **Payee Data Record Forms:** Publisher must complete and provide the Payee Data Record Forms as provided in the links (in lieu of the IRS W-9) (**Attachment 6** and **Attachment 7**).

**LINK TO THE 204 FORM:**

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>



**LINK TO THE 205 FORM:**

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

- vii. **DVBE Declaration and Bidder Declaration:** Publisher must complete and provide the bidder DVBE Declaration (**Attachment 8**) and Bidder Declaration (**Attachment 9**) only if Publisher wishes to claim the DVBE incentive associated with this solicitation.
- viii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 11**), and submit the completed certification with its Proposal.

7.2 **Cost Proposal.** The Publisher must include the following in its Cost Proposal.

- i. A detailed line-item budget over the initial term and Option Term of the Agreement in Excel format using **Attachment 12**, showing all publication prices and print price adjustments in accordance with **Section 2.6 and Section 5.0** of this RFP, including but not limited to, Official Reports, advance pamphlets, bound volumes, computer versions (electronic versions), subscription services, and online services.
- ii. A full explanation of all budget line items in narrative style entitled “Budget Justification” in **Attachment 12**.

**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 Publisher'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.

**9.0 EVALUATION OF PROPOSALS**

The evaluating team will evaluate the Proposals on a 100-point scale using the criteria set forth in the table below. An award, if made, will be to the highest-scored Proposal.

If a contract is awarded, the Judicial Council will post an intent to award notice at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm).

| CRITERION   | MAXIMUM NUMBER OF POINTS |
|---|--------------------------|
| Quality of the required Technical Proposal contents submitted, and publication services | 30                       |

| CRITERION   | MAXIMUM NUMBER OF POINTS |
|---|--------------------------|
| provided in accordance with Section 2.0 of this RFP that best serves the State Entities, and the public                         |                          |
| Experience on similar assignments   | 11                       |
| Ability to meet timing requirements to complete the publications  | 11                       |
| <u>Cost</u> : A comprehensive budget of publication prices and print price adjustments referenced in Section 2.6 and Section 5. | 30                       |
| Acceptance of the Terms and Conditions  | 15                       |
| Disabled Veterans Business Enterprise Incentive   | 3                        |

## 10.0 INTERVIEWS

The Judicial Council and Court may conduct interviews with Publishers to clarify aspects set forth in their Proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted by video conference or by phone. The Judicial Council and Court will not reimburse Publishers for any costs and time incurred for the interview. The Judicial Council will notify eligible Publishers regarding interview arrangements.

## 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, neither the Judicial Council nor the Court will disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Publisher 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 or Court’s right to disclose information in the Proposal, or (b) requiring the Judicial Council or Court to inform or obtain the consent of the Publisher 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 Publisher to the potential public disclosure of its Proposal content, as set forth in this section. **Publishers 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 Judicial Council's DVBE Rules and Procedures. Publisher will receive a DVBE incentive if, in the Judicial Council's sole determination, Publisher has met all applicable requirements. If Publisher receives the DVBE incentive, a number of points will be added to the score assigned to Publisher's Proposal. The number of points that will be added is specified in Section 9.

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, Publisher may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Publisher wishes to seek the DVBE incentive:

1. Publisher must complete and submit with its Proposal the Bidder Declaration (**Attachment 9**). Publisher must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Publisher 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 Publisher is itself a DVBE, it must complete and sign the DVBE Declaration. If Publisher will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Publisher 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 Publisher 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 Publisher 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 Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Publisher receives the DVBE incentive: (i) Publisher will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Publisher must use any DVBE subcontractor(s) identified in its Proposal unless the Judicial Council 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 Publisher must complete and return to the Judicial Council 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 Publisher's final invoice to the Judicial Council. If the Publisher fails to do so, the Judicial Council will withhold \$10,000 from the final payment or withhold the full payment if it is less than \$10,000, until the Publisher submits a complete and accurate post-contract certification form.

When a Publisher fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Judicial Council shall allow the Publisher 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 Publisher refuses to comply with the certification requirements, the Judicial Council 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.**

### **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](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Publisher 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 Judicial Council to receive a solicitation specifications protest is the Proposal due date. In order to be considered a valid protest, all such protests must be submitted by email to the email address established for the submission of questions in this RFP.