

# REQUEST FOR PROPOSALS

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**JUDICIAL COUNCIL OF CALIFORNIA**

**REGARDING:**

Producing Podcasts on the Indian Child Welfare Act

**RFP No. CFCC-2023-57-DM**

**PROPOSALS DUE:**

**December 29, 2023, NO LATER THAN 1:00 P.M. PACIFIC TIME**

## 1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council of California, chaired by the Chief Justice of California, is the policy-making body for the California court system. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business and recommending improvements to the courts; and adopting rules for court administration.
- 1.2 The Center for Families, Children, and the Courts (CFCC) is a division within the Judicial Council. CFCC is dedicated to improving the quality of justice and services to meet the diverse needs of children, youth, and families. To that end, CFCC develops and provides education for multidisciplinary audiences, including judges, court staff, attorneys, social workers, and probation officers.

## 2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Judicial Council seeks one (1) to three (3) qualified and experienced Proposer(s) to produce and deliver podcasts to be used for education within the California state and tribal court systems. The goal of these podcasts is to educate court system participants about issues related to the Indian Child Welfare Act, its background, purpose, legal requirements, and implementation in California. Each podcast will be **at least twenty (20) minutes** long and no longer than **thirty (30) minutes**.
- 2.2 The Judicial Council intends to award one (1) to three (3) Agreement(s) with an initial term of approximately **five (5) months** from **January 22, 2024** through **June 30, 2024**, and with the possibility of **two one-year option terms**, from **July 1, 2024**, through **June 30, 2025** (Year 2), and from **July 1, 2025**, through **June 30, 2026** (Year 3). The qualified Proposer (s) shall produce and deliver **one (1) to three (3)** podcasts to the Judicial Council during the **initial term**. The Judicial Council in its sole discretion may offer to exercise the first option term prior to the expiration of the initial term. If the option term is exercised by the Judicial Council, the selected Proposer(s) may agree to produce **one (1) to three (3) additional podcast episodes per one-year term** and complete the same deliverables provided in **Section 2.0** subject to new deadlines set by the Judicial Council,
- 2.3 Using storytelling, topics will come to life and show the need for increased attention and action. For each podcast, CFCC staff will work with the chosen Proposer (s) to identify three (3) to six (6) individuals to be interviewed, two (2) or more of whom

may be chosen as subjects (key voices). The successful Proposer(s) will be asked to produce podcasts on one (1) or more of the following topics:

- Maintaining Cultural Connections through application of the Indian Child Welfare Act
- Lived experience and advice for professionals who serve tribal youth in the juvenile courts
- Qualified Expert Witnesses in Indian Child Welfare Cases – roles, requirements, and challenges
- Tribal Juvenile Healing to Wellness Courts
- Other topics approved by CFCC staff

**2.4** The Judicial Council seeks the services of one (1) to three (3) service providers with expertise in producing podcast episodes. The successful Proposer(s) will:

- Have demonstrated experience with producing podcasts;
- Act as host and narrator for each episode;
- Plan and consult on storyline and identify key voices for each episode;
- Have experience in research, reporting, or working with tribal communities;
- Experience with the topics listed above preferred but not required;
- Pre-interview subjects, prepare interview questions, and interview subjects;
- For each episode conduct multiple pre- and post-production meetings with CFCC staff to review story assemblies and scripts;
- Be responsible for editing, musical scoring, engineering if needed, and any other tasks needed to deliver completed episodes; and
- Deliver completed episodes with scripts in a format compatible with the Judicial Council website requirements: **MP3 at 320kpbs bitrate.**

Below is an estimate of the deadlines for deliverables for each of the three (3) podcasts. Actual deadlines may change and will be communicated to Proposer(s).

<b>Deliverables</b>	<b>Description</b>	<b>Completion Date</b>
1.	Research topic and provide outline of podcast to CFCC staff.	March 15, 2024
2.	Pre-interview and interview subjects, including drafting interview questions.	April 12, 2024
3.	Present draft cuts for review and feedback from the CFCC staff and incorporate feedback.	May 10, 2024
4.	Deliver final podcast with script.	May 31, 2024

### 3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	December 4, 2023
Deadline for questions <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>	<b>December 12, 2023 1:00 pm (Pacific Time)</b>
Questions and answers posted ( <i>estimate only</i> ) <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a>	December 15, 2023
Latest date and time proposal may be submitted	<b>December 29, 2023 1:00 pm (Pacific Time)</b>
Evaluation of proposals ( <i>estimate only</i> )	January 2-9, 2024
Notice of Intent to Award ( <i>estimate only</i> ) <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a>	January 10, 2024
Negotiations and execution of contract ( <i>estimate only</i> )	January 11-16, 2024
Contract start date ( <i>estimate only</i> )	January 22, 2024
Contract end date ( <i>estimate only</i> )	June 30, 2024

### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
<b>Attachment 1</b> Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
<b>Attachment 2</b> JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council of California Standard Agreement containing these terms and condition (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer must also submit a <b>redlined version</b> of the Terms and Conditions that clearly identified the benefit to the Judicial Branch from the proposed changes and provides a written explanation or rational for each proposed change.
<b>Attachment 3</b> Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
<b>Attachment 4</b> General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 5A</b> Payee Data Record Form (STD204)	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
<b>Attachment 5B</b> Payee Data Record Supplement (STD 205)	This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.
<b>Attachment 6</b> Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 7</b> DVBE Declaration	The Proposer must complete the DVBE Declaration form only if the Proposer is a DVBE.
<b>Attachment 8</b> Bidder Declaration	The Proposer must complete this form if they wish to claim the DVBE incentive associated with this solicitation.

## 5.0 PAYMENT INFORMATION

The initial contract(s) will be comprised of one (1) to three (3) podcasts with a **firm fixed price per completed podcast**. The maximum available funding for the initial contract(s) may not exceed **\$7,500.00 per podcast**, including travel and all other expenses. The two

(2) possible one-year option terms, if elected by the JCC, would be comprised of the same four (4) deliverables for each podcast contained in the initial contract with the same firm fixed price per deliverable. The amount for this project, including the two (2) possible one-year option terms, may not exceed **\$67,500** (nine (9) episodes multiplied by \$7,500, the maximum allowed per episode). Subject to the terms in Attachment 2 and Payment Provisions, the selected Proposer(s) will be paid on a firm-fixed price per deliverable basis.

	Available Fund per Podcast
Podcast #1	\$7,500.00
Podcast #2	\$7,500.00
Podcast #3	\$7,500.00
Maximum Available Fund per Year	<b>\$22,500.00</b>
Maximum Available Fund for three years	<b>\$22,500 x 3 = \$67,500.00</b>

The Selected Proposer(s) shall submit invoices upon satisfactory completion of services for each deliverable/milestone outlined in Section 2. The invoices shall include, in detail, all costs and applicable charges.

The resulting contract will be comprised of firm fixed pricing for satisfactory completion of each deliverable/Milestone listed below. Contractor shall submit invoices upon satisfactory completion of services. The payment term is **Net 60** from date or receipt of acceptance of Deliverable(s). Completion Dates listed in the below table are estimated. The actual completion dates and firm fixed amounts will be based on the awarded proposal.

Payment will be made after completion of deliverables as follows:

**Table 1 Milestones for each of the three (3) podcasts:**

Milestone/Deliverable Descriptions	Maximum Available Fund	Estimated Completion Date
<b>First Milestone/Deliverable:</b>  Research topic and provide outline of podcast to CFCC staff.	\$1,500.00	March 15, 2024

<b>Second Milestone/Deliverable:</b>  Pre-interview and interview subjects, including drafting interview questions.	\$1,500.00	April 12, 2024
<b>Third Milestone/Deliverable:</b>  Present draft cuts for review and feedback from the CFCC staff and incorporate feedback.	\$2,000.00	May 10, 2024
<b>Fourth Milestone/Deliverable</b>  Deliver final episodes with script.	\$2,500.00	May 31, 2024
<b>Maximum Available Fund</b>	<b>\$7,500.00 per podcast per year</b>	

Payment for completed deliverables in option term 1 and option term 2, if applicable, will be made as set forth above based on new deadlines to be set at the time each one-year option term is elected by the Judicial Council.

## 6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
  - a. The Proposer must submit an electronic copy of the technical proposal. The technical proposal must be signed by an authorized representative of the Proposer.
  - b. The Proposer must submit an electronic copy of the cost proposal. The cost proposal must be signed by an authorized representative of the Proposer. The cost proposal may be submitted in the same email as the technical proposal above but should be a separate attachment marked “**COST PROPOSAL**” from the technical proposal.

- 6.3 Proposals must be delivered through email by the date and time listed on the coversheet of this RFP to:

[Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov)

The Proposer must write the RFP title and number in the subject line of the email.

- 6.4 Submission acceptance will be based on the date and time the email is received by the Judicial Council. Proposal must be received prior to the due date and time, or the proposal will not be accepted.

## 7.0 PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed 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 qualifications 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 **three (3)** clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.
- e. Proposed method/Proposed plan to complete the work described in Section 2.0 above,
- f. Describe the ability to meet timing requirements to complete the Work.
- g. Acceptance of the Terms and Conditions.
  - i. On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
  - iii. **Note:** A material exception (addition, deletion, or other modification) to any of the Terms and Conditions may render a proposal non-responsive. The JCC, in its sole discretion, will determine what constitutes a material exception.
- h. Certifications, Attachments, and other requirements.
- i. Proposer must complete and submit with proposal **Attachment 4**, *General Certifications Form* to certify that no interest exists that would constitute a conflict of interest under California Public Contract Code §§10365.5, 10410 or 10411; Government Code §§1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restricts employees and former employees from contracting with judicial branch entities.
  - ii. Proposer must complete and submit with proposal **Attachment 5A**, Payee Data Record Form.
  - ii. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 6**) and submit the completed certification with its proposal.
  - iii. If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. **The Proposer shall provide a copy of their Certificate of Status with the Secretary of State of California.** The Judicial Council may verify by checking with California's Office of the Secretary of State. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.

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

registration requirements are encouraged to consult with their legal counsel.

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

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

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

- i. Proposer to provide a detailed line-item budget showing the Firm Fixed Amount for each milestone/ deliverable for the initial term described in Section 2.0 above.
- ii. Proposer also to provide a detailed line-item budget showing the Firm Fixed Amount for each milestone/deliverable for the first option and second option terms.
- iii. The proposed cost for each deliverable shall not exceed the maximum available fund of each deliverable outlined in Section 5.0 above. The total costs for each podcast shall not exceed \$7,500.00 as stated in section 5.0 of this RFP.
- iv. Payment will be made after completion and acceptance of deliverables as follows:

<b>PAYMENT NUMBER</b>	<b>BILLABLE ACTIVITY</b>	<b>INVOICE DUE DATE</b>
#1	Completion of Deliverable 1	April 15, 2024
#2	Completion of Deliverable 2	May 12, 2024
#3	Completion of Deliverable 3	June 7, 2024
#4	Completion of Deliverable 4	June 30, 2024

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

If a contract or contracts will be awarded, the JBE will post an intent to award notice at <https://www.courts.ca.gov/rfps.htm>

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
Quality of Proposal - Completeness and inclusion of required information in conformance with the RFP submission requirement, and clarity of the proposal content	<b>5</b>
Quality of work plan submitted	<b>20</b>
Experience on similar assignments	<b>15</b>
Cost	<b>30</b>
Credentials of staff to be assigned to the project	<b>15</b>
Acceptance of the Terms and Conditions	<b>5</b>
Ability to meet timing requirements to complete the project	<b>7</b>
DVBE Incentive	<b>3</b>
<b>Total Maximum Number of Points</b>	<b>100</b>

## 10.0 INTERVIEWS

The JBE may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone or remotely. If conducted in person, interviews will likely be held at the JBE's offices. The JBE will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JBE will notify eligible Proposers 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, 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 11.0. **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 8**). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (**Attachment 7**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors,

each DVBE subcontractor must complete and sign a DVBE Declaration.

**NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JBE approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

If using DVBE subcontractors, the Proposer must complete and return to the JBE a Copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the JBE. If the Proposer fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

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

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

### **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

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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 JUDICIAL COUNCIL to receive a solicitation specifications protest is the proposal due date. In order to be considered valid, all such protests:

A) Must be submitted by email to: [Solicitations@jud.ca.gov](mailto:Solicitations@jud.ca.gov)

(Indicate Solicitation Number and Name of Your Firm in the subject line of your email.)