

# REQUEST FOR PROPOSALS

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**SERVICES FOR TELEPHONE APPEARANCES**

**REGARDING:**

**TCAS-2022-01-MS**

**PROPOSALS DUE:**

April 1, 2022 NO LATER THAN 3:00 P.M. PACIFIC TIME

RFP Title: Services for Telephone Appearances  
RFP Number: TCAS-2022-01-MS

**TO:** POTENTIAL PROPOSERS

**FROM:** The Judicial Council of California (JCC), on behalf of the Superior Courts of California

**DATE:** March 10, 2022

**SUBJECT/PURPOSE OF MEMO:** Request for Proposals (RFP) to provide Services for Telephone Appearances for the Superior Courts of the State of California.

The JCC on behalf of the Superior Courts of California seeks to enter into one or more Master Agreements with suitable vendors that can provide telephone appearance services to the Superior Courts of California.

**ACTION REQUIRED:** You are invited to review and respond to this RFP as posted on the Judicial Council Bid Web site at <http://www.courts.ca.gov/rfps.htm>.

Project Title: Services for Telephone Appearances  
RFP Number: TCAS-2022-01-MS

**SOLICITATIONS MAILBOX:** [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov)

**DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS:** The deadline for submittal of questions pertaining to the solicitation document is:

**March 23, 2022, no later than 3:00 p.m. (Pacific Time)**

**PROPOSAL DUE DATE AND TIME:** Proposals must be received by:

**April 1, 2022, no later than 3:00 p.m. (Pacific Time)**

**SUBMISSION OF PROPOSAL:** Proposals must be sent to:

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

## 1.0 INTRODUCTION

The Judicial Council of California, hereinafter referred to as the “Judicial Council” or the “JCC,” chaired by the Chief Justice of California, is the primary policy making agency of the California judicial system. The California Constitution directs the council to improve the administration of justice by surveying judicial business, making recommendations to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed

by law. (Cal. Const., Art. VI, sec. 6.) The JCC's staff assists both JCC and its chair in performing their duties for the purpose of this Request for Proposal (RFP).

The Superior Court system in California comprises fifty-eight (58) trial courts, one in each county. Trial courts provide a forum for resolution of civil and criminal cases under state and local laws. As used within this RFP, the term "trial court" is used synonymously with Superior Court or Court.

This RFP is being issued by the Judicial Council, on behalf of itself and the Superior Courts of California (collectively, the "trial courts," and individually, the "trial court"). The Judicial Council and the trial courts are California judicial branch entities, and may be referred to in this RFP as "JBEs" collectively or individually as a "JBE." Any certifications, representations, or warranties made by Proposers in connection with this RFP are deemed to be made to all JBEs.

Government Code section 72010 directs the Judicial Council to enter into one or more master agreements to provide for telephone appearances for the trial courts in civil cases under Code of Civil Procedure section 367.5 (hereinafter referred to as "services for telephone appearances"). Government Code section 72011 requires vendors under each master agreement to collect and deposit specified sums into the Trial Court Trust Fund established under Government Code section 68085. For the purposes of this RFP, a "telephone appearance" or "telephonic appearance" is an appearance that can only be made using a telephone number.

Pursuant to Government Code section 72010, it is the intent of the Judicial Council to enter into one or more master agreements with a vendor or vendors for the provision of services for telephone appearances for the trial courts in civil cases under Code of Civil Procedure section 367.5. A vendor awarded a master agreement under this RFP is hereafter referred to as "Contractor." The master agreement or agreements will provide the terms and conditions under which the Contractor may provide telephone appearance services to the courts that elect to engage the Contractor for such services. The master agreement or agreements will also provide the process and procedure by which the Contractor will remit the sums referenced in Government Code section 72011.

A trial court that wants to engage a Contractor for services for telephone appearances may do so by executing a Participation Agreement with the Contractor, which agreement shall incorporate the terms and conditions of the master agreement and any additional or specified terms. Any trial court may, at its own election, enter into a Participation Agreement pursuant to any Master Agreement awarded under this RFP. A master agreement does not obligate the trial courts to enter into a Participation Agreement with the Contractor, nor does it guarantee that the Contractor will receive a specific volume of business. No Contractor may refuse to enter into a Participation Agreement if a trial court elects to enter into such an agreement.

The Contractor will provide services in accordance with the master agreement to enable attorneys and self-represented litigants to participate in appearances using telephone appearance services at court conferences, hearings and proceedings in civil cases under Code of Civil Procedure section 367.5 and rule 3.670 of the California Rules of Court.

The Judicial Council intends to award one or more master agreements pursuant to this RFP to a Contractor or Contractors that can demonstrate that they meet or surpass the minimum qualifications and can demonstrate their ability to successfully provide the goods and services described in the RFP. Any master agreement awarded pursuant to this RFP is non-exclusive. The Judicial Council may enter into such additional master agreements with other qualified vendors as it deems appropriate. Notwithstanding the foregoing or any other provision in this RFP, the Judicial Council in its sole discretion may decide to make no award.

Notwithstanding any provision in this RFP or any master agreements awarded pursuant to it, trial courts may permit parties to participate in appearances using telephone appearance services without the requirement of using a Contractor by providing services for telephone appearances directly and charging fees as required by Government Code section 72010(c)(3) and rule 3.670.

Interested vendors of telephone appearance services who are qualified and can demonstrate their ability to successfully provide the goods and services described in the RFP are invited to submit a proposal.

Proposals must be delivered by the date and time listed on the coversheet of this RFP to the address listed on the coversheet of this RFP. Materials submitted in response to this RFP shall become a part of the proposal and may be incorporated in a subsequent contract between the Judicial Council and the selected Contractor. Section headings in this RFP are for reference and convenience only, and shall not be considered in the interpretation of this RFP. The Judicial Council reserves the right to amend this RFP at its discretion, including amendments to comply with changes in applicable laws (including rules of court).

## **2.0 DESCRIPTION OF GOODS AND SERVICES TO BE PROVIDED UNDER THE MASTER AGREEMENT**

### **2.1 Purpose**

- 2.1.1 Judicial Council seeks a highly qualified Contractor or Contractors to provide the trial courts with services for telephone appearances that meet the specifications and requirements set forth in this RFP.
- 2.1.2 Since the nature of the services may require installation of wiring or cabling, the work performed under a resulting Master Agreement may be considered a “public works” project subject to the

requirements set forth in California Labor Code sections 1720 et seq., which includes compliance monitoring and enforcement by the Department of Industrial Relations.

- 2.1.3 The resulting Master Agreement or Agreements provide the terms and conditions under which a Contractor may provide services for telephone appearances to the trial courts that elect to engage Contractor for such services. This Master Agreement also provides the process and procedure by which a Contractor will remit the sums referenced in Government Code section 72011.
- 2.1.4 A trial court that wants to engage a Contractor for services for telephone appearances may do so by executing a Participation Agreement with the Contractor, which agreement will incorporate the terms and conditions of this Master Agreement and include any additional or specific terms and conditions. A trial court that enters into a Participation Agreement with a Contractor pursuant to a Master Agreement is hereafter referred to as a "Participating Court." Any trial court may, at its own election, become a Participating Court under any Master Agreement awarded under this RFP. No Contractor may refuse to enter into a Participation Agreement if a trial court elects to enter into such an agreement.
- 2.1.5 Contractor or Contractors will provide services in accordance with the resulting Master Agreement or Agreements to enable attorneys and self-represented litigants to participate in appearances using telephone appearance services at court conferences, hearings, and proceedings in civil cases under Code of Civil Procedure section 367.5, rule 3.670 of the California Rules of Court, and as otherwise provided by law.
- 2.1.6 The resulting Master Agreement is non-exclusive. The Judicial Council may also enter into additional Master Agreements with other Contractors as it deems appropriate. Notwithstanding any other provision in this RFP, if a Proposer is selected for an Intent to Award, the Judicial Council reserves the right at its discretion to negotiate any or all items with individual Proposers, including the right to require additional terms and conditions for the Master Agreement (e.g., relating to service levels, maintenance/support, software, reporting requirements) prior to Master Agreement execution. The Judicial Council does not guarantee that an awardee of a Master Agreement will receive a specific volume of work, a specific contract amount, or specific order value under any Master Agreement executed pursuant to this RFP.
- 2.1.7 Notwithstanding any other provision of this Master Agreement, trial

courts may permit parties to participate in appearances using telephone appearance services without the requirement of using Contractor, or any services that may be contracted for under this solicitation. Trial courts may also provide services for telephone appearances directly and charge fees as required by Government Code section 72010(c)(3) and rule 3.670.

## **2.2 Administration and Coordination of Services for Telephone Appearances**

2.2.1 Within 30 days of executing a Participation Agreement and throughout the term of the Participation Agreement, Contractor will provide, at no cost to the Participating Court, administration, coordination and all other necessary services to enable parties to appear using telephone appearance services in any courtroom or judge's chambers that a Participating Court may identify as one where telephone appearances must be made available. These services for telephone appearances, which must be available Monday through Friday, except for judicial holidays, from at least 8:00 a.m. to 5:00 p.m. Pacific Time, include but are not limited to the following:

- 2.2.1.1 Receiving and processing requests and payments from attorneys and other users desiring to make appearances using telephone appearance services;
- 2.2.1.2 Providing confirmation, notices, and updates to attorneys and other users of their calendar status;
- 2.2.1.3 Preparing and distributing free of charge to attorneys and other users of services for telephone appearances all forms, instructional aids, and other materials necessary and/or reasonably required by such parties to avail themselves of Contractor's telephone appearance services;
- 2.2.1.4 Delivering calendars to participating courtrooms at least two court days before matters utilizing services for telephone appearances are scheduled in the participating courtroom; and
- 2.2.1.5 Providing fully trained operators of telephone appearance services to assist with the telephone connections and provide other technical assistance during appearances using telephone appearance services.

- 2.2.2 To the extent permitted by the availability of court resources, a Participating Court will make calendar and appearance information electronically available to Contractor for the purpose of assisting Contractor in scheduling appearances using telephone appearance services and promoting these types of appearances. Contractor will not use this information for any other purposes and will not share the information with any other entity, subject only to Terms and Conditions of the Master Agreement.
- 2.2.3 Contractor will cooperate with the Participating Court to design procedures acceptable to the Participating Court for readily and easily delivering on a daily basis to each courtroom Contractor's calendar information regarding the parties that intend to appear using telephone appearance services. The procedures must describe how Contractor will timely notify the courtroom's staff of any late updates to the calendar. Contractor will confirm appearances using telephone appearance services through an e-mail message to courtroom staff and will provide access to calendar information through the internet.
- 2.2.4 Contractor will have, and will provide to the Participating Court a copy of, written policies and procedures to ensure reservation of adequate port capacity, including a system of checks and balances to ensure that the correct number of ports has been reserved for each participating courtroom each day.
- 2.2.5 Contractor will provide and staff a toll-free "help line" to assist court personnel, attorneys, and other users participating in appearances using telephone appearance services who have questions regarding procedures for these types of appearances. Contractor will have written policies and procedures covering the availability of the "help line." Days of operation for "help line" service must be Monday through Friday, and access hours, at a minimum, must be 8:00 a.m. to 5:00 p.m. Pacific Time.
- 2.2.6 Within the context and time constraints of regularly scheduled hearings, Contractor will ensure full privacy for those matters designated by the Participating Court to not be heard in a public hearing: Contractor will design and implement a system that ensures that only those parties that are authorized by the Participating Court are included in confidential court proceedings using services for telephone appearances.
- 2.2.7 In accordance with 3.0 below, Contractor will collect and distribute all payments from attorneys and other users who appears using

telephone appearance services, and Contractor will maintain all records, accounting, and other information pertaining thereto.

2.2.8 Contractor will prepare and submit in a timely manner all reports listed in and required by 3.5.

## **2.3 Training, Information and Marketing Materials**

2.3.1 At no cost to a Participating Court, Contractor will provide training and instructional manuals for judicial officers and court staff for the initial implementation of telephone appearances and also for expanding the use of telephone appearances to additional courtrooms on an on-going basis as necessary or appropriate. At a minimum, such training will include procedures for appearances using telephone appearance services and use of the telephonic speakers.

2.3.2 At no cost to a Participating Court, Contractor will provide appropriate training and instructional manuals on an on-going and as-needed basis to attorneys and other users appearing using telephone appearance services.

2.3.3 On an on-going basis, Contractor will promote the availability of services for telephone appearances to potential customers. Such promotion may include, but is not limited to, producing or procuring, and disseminating printed advertising, direct contact materials, outdoor advertising, handouts, trade show participation, and speaking engagements at law firm or bar association functions. Promotional services must further the goal of increasing the awareness in the potential target marketplace of the availability and cost-effectiveness of appearances using telephone appearance services. A Participating Court must approve all marketing efforts, including any promotional material that references that Participating Court, prior to Contractor implementing such efforts. A Participating Court may also publicly promote the services offered by Contractor, which may include publishing information in the Participating Court's fee schedules, publishing notices in legal publications, posting notices, and noting availability of the services on the Participating Court's website.

## **2.4 Optional Vendor Equipment and Connectivity Service**

2.4.1 As an additional service, contractor will, at the Participating Court's option, and at no cost to the Participating Court provide, install, connect, activate, support, and maintain telephone appearance equipment and means of connectivity necessary to enable parties to



participate in appearances using telephone appearance services at hearings, conferences, and proceedings in a Participating Court (the "Equipment"). Vendor will work with court to determine necessary requirements for vendor provided equipment.

- 2.4.2 For Participating Courts that contract for equipment and connectivity services, Contractor will install, connect, and activate the Equipment in each courtroom or judicial officer's chambers, as specified by the Participating Court, without damaging court premises.
- 2.4.3 The Participating Court will allow reasonable access during normal court operating hours, but without disrupting court proceedings, for Equipment installation, maintenance, repair and replacement.
- 2.4.4 The Equipment will remain the sole and exclusive property of Contractor; however, Contractor hereby grants a Participating Court an exclusive, nontransferable, royalty free license to use the Equipment during the term of a Participation Agreement. The Contractor will remove the Equipment upon expiration or earlier termination of the Master Agreement or a Participation Agreement. If removing the Equipment may result in damages to court premises, Contractor must obtain a Participating Court's permission to remove the Equipment. If a Participating Court consents to the removal, Contractor will remove the Equipment and fully restore, at Contractor's cost, any damages to the Participating Court's premises.
- 2.4.5 At no cost to a Participating Court, Contractor will provide necessary and appropriate training and instructional manuals for the Equipment to judicial officers and court staff.
- 2.4.6 Contractor will ensure the Equipment meets specifications required to satisfy California Rules of Court, Standards of Judicial Administration, standard 3.1 - Appearance by telephone.
- 2.4.7 At no cost to a Participating Court, Contractor will provide for each courtroom or chambers designated by a Participating Court as one where services for telephone appearances must be available the use of a reserved toll-free teleconference telephone number. The toll-free number will have a sufficient number of permanently reserved connections (ports) to ensure that an adequate number of ports are regularly available to handle the volume requirements of the Participating Court. Contractor is responsible for and will pay all costs associated with the toll-free telephone numbers and no charges for services for telephone appearances will be assessed against the Participating Court. The toll-free telephone numbers will remain the

sole and exclusive property of Contractor and may not be used by the Participating Court after termination of its Participation Agreement.

- 2.4.8 Within three days of a Participating Court's request, Contractor will install, connect, and activate additional ports.
- 2.4.9 Contractor will repair or replace within one court day of notice from the Participating Court any defective Equipment and Equipment that through use or otherwise no longer meets applicable specifications.
- 2.4.10 Contractor licenses and installs its equipment at the Participating Court's premises at its own risk and will insure the Equipment at its own expense and without contribution by the Participating Court.

## **2.5 Participation Agreements**

- 2.5.1 If a trial court executes a Participation Agreement under the Master Agreement, Contractor shall perform its work for the Participating Court in accordance with the terms of the Master Agreement and the Participation Agreement.
- 2.5.2 A form Participation Agreement will be included in the contract, although the form and substance of an actual Participation Agreement may vary from court-to-court. No term in a Participation Agreement may be construed as effectuating an increase in the duties of a Participating Court, a decrease in the duties of a Contractor, or a change in the amount and distribution of fees provided under the Master Agreement and applicable law. Without invalidating a Participation Agreement, any provision in a Participation Agreement that is inconsistent with the Master Agreement and applicable law shall have no force or effect.
- 2.5.3 Each Participating Court shall designate in that agreement a contact person for the court ("Project Manager"). Contractor shall contact the Project Manager if Contractor has any questions or concerns about a Participation Agreement.
- 2.5.4 Promptly following the delivery of a Participation Agreement by a Court to Contractor, Contractor shall provide that Participating Court with an acknowledgement that memorializes the components of the work consistent with the provisions of this section 2.5.
- 2.5.5 Contractor shall maintain a toll-free number available from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time, for ordering, inquiries, and customer service.

### **3.0 AMOUNT OF THE FEES, FY 2009-2010 REVENUE OBLIGATIONS, PAYMENTS, LATE REMITTANCE PENALTIES, AND REPORTING**

#### **3.1 Fees to be Charged by Contractor; Effect of Fee Waivers**

- 3.1.1 Contactor shall charge each person appearing using telephone appearance services at a court conference, hearing, or proceedings through that Contractor the statewide, uniform fees prescribed in rule 3.670(k) of the California Rules of Court except as provided under 3.1.2 and 3.1.3 below.
- 3.1.2 If a party has received a waiver of court fees and costs, Contractor shall not charge that party any of the fees provided for in rule 3.670, subject to the following:
- 1) Contractor that provides the services for telephone appearances shall have a lien on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance; and
  - 2) If Contractor later receives a fee or a portion of a fee for an appearance using telephone services that was previously waived, that fee shall be distributed consistent with section 72011 of the Government Code.
- 3.1.3 Contactor may charge and collect a fee for an appearance using telephone services in proceedings for child or family support under Title IV-D of the Social Security Act that are brought by or otherwise involve a local child support agency. The fee in such a proceeding shall be twenty dollars (\$20) less than the fee for an appearance using telephone services provided for in rule 3.670(k); the reason for the \$20 difference is that no portion of the fee collected by Contractor in a Title IV-D proceeding shall be remitted to the State Treasury pursuant to 3.1.4. However, a request for a telephone appearance in a Title IV-D proceeding is eligible for a fee waiver, subject to a lien by Contractor on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance.
- 3.1.4 For each fee that Contractor has received for providing an appearance using telephone services, except for a fee received in a Title IV-D proceeding, Contractor shall pay to the state twenty dollars (\$20) to the State Treasury for deposit in the Trial Court Trust Fund established pursuant to Section 68085, as required by Government Code section 72011(a). The twenty-dollar amount shall be deducted

only from each telephone appearance fee provided for under Code of Civil Procedure section 367.6(a)(1) and California Rules of Court, rule 3.670(k)(1), and not from each late request or cancellation fee provided for under Code of Civil Procedure section 367.6(a)(2)–(3) and California Rules of Court, rule 3.670(k)(2) or (3).

- 3.1.5 If a party making an appearance using telephone services has received a waiver of fees under Government Code section 68511.3 and Contractor has not charged that party any fee for a telephone appearance as provided in Code of Civil Procedure section 367.6(b), Contractor shall have a lien on any judgment, including a judgment of costs, in the amount of the fee that the party would have paid for the telephone appearance. If Contractor later receives the amount previously waived, for each appearance for which Contractor receives payment, except for any payment relating to a Title IV-D proceeding, Contractor shall transmit twenty dollars (\$20) to the State Treasury in the manner prescribed in 3.3 below. If the charge has been waived in part, or the amount recovered by Contractor is not the full amount of the fee, the amount transmitted to the State Treasury shall be reduced proportionate to the amount of fees received divided by the amount of fees owed had there been no waiver.
- 3.1.6 The full amount of twenty dollars (\$20) from each telephone appearance fee received by Contractor under 3.1.4 above, or a reduced amount as allowed for in 3.1.5 above, shall be transmitted to the State Treasury, with no deductions for merchant fees related to credit or debit cards or any other costs or expenses that may have been incurred by Contractor. Contractor shall remit the amounts owed under this section to the State Treasury using the required process described in 3.3 below.
- 3.1.7 Notwithstanding the specific twenty-dollar (\$20) amount set forth in 3.1.3–3.1.6 above as the amount that Contractor shall transmit to the State Treasury, the parties hereby acknowledge that the twenty dollars (\$20) per telephone appearance fee provided under Government Code section 72011(a) is subject to change by the Legislature. During the term of the Master Agreement, Contractor shall be responsible for the collection and transmittal to the State Treasurer of the \$20 per fee provided under section 72011(a) or any other amount that the Legislature may prescribe.

## **3.2 FY 2009-2010 Revenue Obligation**

- 3.2.1 In addition to the amounts to be transmitted under 3.1 above, Government Code section 72011(c) requires vendors under the

Master Agreement to transmit an amount equal to the total amount of revenue received for telephone appearances by all courts from all vendors for providing services for telephone appearances for the 2009–2010 fiscal year. As reported by vendors, the revenues received by all courts from all vendors in FY 2009–2010 was \$943,840.00 (the FY 2009–2010 amount).

3.2.2 As provided in Government Code section 72011(d), each vendor's share of the FY 2009–2010 amount shall be apportioned by the Judicial Council among the vendors under this Master Agreement. The following method for apportioning the FY 2009–2010 amount of revenue applies to Contractors under the Master Agreement:

(1) For the quarter of the fiscal year that commences on July 1, 2022 and for each quarter thereafter, all Contractors that are a party to this Master Agreement shall contribute from the telephone appearance fees that they collect a total amount equal to one-fourth of the FY 2009–2010 amount.

(2) The share of each Contractor for the amounts due quarterly under 3.2.1 shall be based on that Contractor's proportionate share of the total revenue collected under 3.1 by all Contractors during the previous quarter. After the end of each quarter and based on the quarterly reports described in 3.5 below, the Judicial Council shall notify each Contractor of the amount of the total quarterly FY 2009–2010 amount that it is obligated to pay for that quarter. Within 15 days of receiving notice from the Judicial Council of its apportioned amount, Contractor shall transmit that amount to the State Treasury for deposit in the Trial Court Trust Fund.

The method of apportionment in this paragraph is subject to the approval of the Judicial Council.

3.2.3 Contractor shall remit its apportioned amount under this section 3.2 to the State Treasury using the required process described in 3.3 below.

### **3.3 Payments**

Using the form provided by the State Controller's Office (CA 25; Report to State Controller of Remittance to Treasurer TC-31), the vendor number assigned by the Judicial Council, and the applicable revenue code, Contractor shall transmit payments to the State Treasury for deposit in the Trial Court Trust Fund. Payments to the State Treasurer under 3.1.6 shall be made by Contractor within fifteen days (15) after the end of each calendar quarter for fees collected in that quarter. Payments to the State Treasurer under 3.2.2(2) shall be made by Contractor within

fifteen (15) days of receiving notice from the Judicial Council of its apportioned quarterly FY 2009–2010 amount owing in that quarter. Contractor shall send an original and duplicate of this form CA 25 with a check payable to:

State Treasurer  
Cash Management Division  
915 Capitol Mall, Room 319  
Sacramento, CA 95814

### **3.4 Late Remittance Penalty**

Contractor shall be liable for late charges at the rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate legally permitted, calculated from the date remittance was due under 3.3 above until the date remittance is made, together with all expenses incurred in collection, including reasonable attorney's fees and expenses. If remittance is not timely made, the Judicial Council or a Court shall notify Contractor that the remittance is overdue and must be paid within five (5) business days. Unless the amounts owing are paid in full by that date, late charges and all expenses incurred in collection, including reasonable attorney's fees and expenses, will start to accrue and be due and payable.

### **3.5 Reports**

Contractor will provide the Judicial Council with quarterly reports, as further described in the Master Agreement.

## **4.0 TERM, SCOPE OF WORK, AND TERMINATION OF AGREEMENTS**

### **4.1 Term of Master Agreement**

It is anticipated that a Master Agreement for services for telephone appearances entered into pursuant to this RFP would commence on July 1, 2022 and expire on June 30, 2026, unless it is terminated in accordance with its provisions. Notwithstanding the foregoing, the Judicial Council at its discretion may decide to add one or more extension terms prior to Master Agreement execution.

### **4.2 Scope of Work; Acceptance; Equipment;**

#### **4.2.1 Scope of Work**

Contractor shall perform and complete all work described in 2.0 in compliance with the requirements of the Master Agreement and to the satisfaction of the Participating Court that has executed a Participation Agreement.

#### 4.2.2 Acceptance of Work

Each Participating Court shall have the responsibility for the acceptance or rejection of Contractor’s work at that Court. Each Participating Court has the absolute right to reject any work that does not meet the requirements of the Master Agreement entered into pursuant to this RFP.

#### 4.2.3 Equipment

If a court contracts for Equipment and Connectivity service under the Master Agreement and has not yet been installed in a Participating Court, the installation of the Equipment shall be completed by Contractor within thirty (30) days from the execution of the Participation Agreement, unless otherwise agreed to by the parties. Once installation has been approved in writing by the Participating Court, the Contractor shall provide maintenance services on the Equipment for the term of the Master Agreement or the Participation Agreement, or until the Master Agreement or the Participation Agreement is terminated in accordance with their provisions.

### 5.0 TIMELINE FOR THIS RFP

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council. Changes to the Proposal will be posted on the Judicial Council’s website at <http://www.courts.ca.gov/rfps.htm>.

EVENT	DATE
RFP Issued	March 10, 2022
Deadline for Questions to <a href="mailto:TCSolicitation@jud.ca.gov">TCSolicitation@jud.ca.gov</a>	March 23, 2022 at 3:00 p.m. (Pacific Time)
Questions and Answers Posted at <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a> ( <i>estimate only</i> )	March 28, 2022
Proposal Due Date	April 1, 2022 No later than 3:00 p.m. (Pacific Time)
Evaluation of Proposals ( <i>estimate only</i> )	April 4, 2022 – April 15, 2022
Notice of Intent to Award ( <i>estimate only</i> )	April 22, 2022
Execution of Master Agreement ( <i>estimate only</i> )	June 30, 2022
Anticipated Master Agreement term (4 years)	June 30, 2026

## **6.0 RFP ATTACHMENTS**

### **6.1 Administrative Rules Governing RFPs**

These rules govern this solicitation and should be read carefully by each person or entity submitting a Proposal (Proposer) in response to this RFP.

### **6.2 Required Forms**

All forms listed below as “Attachments” must be completed and submitted along with the proposal as applicable. The completed forms will become part of the Proposer’s proposal.

### **6.3 Optional Forms**

Proposer may complete and submit with its proposal the following forms if applicable to the Proposer.

- Small Business Declaration Form (Attachment 10)
- Disabled Veteran’s Business Enterprise (Attachments 11 and 12)



ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: General Terms and Conditions	If selected, the person or entity submitting the proposal (the “Proposer”) must sign: this General Terms and Conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of General Terms and Conditions	On this form, the Proposer must indicate acceptance of the General Terms and Conditions or identify exceptions to the General Terms and Conditions.  <b>Note: A material exception, as determined by the Judicial Council in its sole discretion, to any of the terms and conditions (in Attachment 2) may render a proposal non-responsive.</b>
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 6: Unruh and FEHA Certification	Proposer must complete and submit the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal.
Attachment 7: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Prevailing Wage Certification	Proposer must complete a Prevailing Wage and Related Labor Requirements Certification (“Prevailing Wage Certification”) form.
Attachment 9: Iran Contracting Act certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
OPTIONAL FORMS	DESCRIPTION
Attachment 10: Small Business Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the small business preference associated with this RFP.
Attachment 11: DVBE Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.
Attachment 12: Bidders Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.

## 7.0 MINIMUM QUALIFICATIONS

Proposer must meet the minimum qualification requirements listed below. Failure to comply with any one of the minimum qualifications may be cause for disqualifying a proposal from further consideration. The Judicial Council may, in its discretion, waive minor deviations or defects. Only those proposals that are deemed as meeting the minimum qualification requirements may be considered for a full evaluation and a possible contract award.

- 7.1 **Proposal Submission Deadline.** The proposal must be submitted as instructed on or before the Proposal Due Date.
- 7.2 **Experience and Capability.** Proposer must have at least three (3) years documented experience in providing services for telephone appearances.
- 7.3 **Professional References.** Provide a list of a minimum of three (3) references, preferably within the State of California, for whom the Proposer has conducted similar services as described in 2.0 of this RFP.
- 7.4 **Insurance.** Proposer must meet or show proof of ability to meet the insurance coverage requirements for all the programs of insurance in the amounts to be specified by the Judicial Council.
- 7.5 **Compliance; Business License and Certification.** The issuance of the Intent to Award is contingent upon the following: at the time that the Intent to Award is issued, the Proposer (i) must not be in breach of any material provision, or in default of or noncompliance with any performance obligation in a contract with a California judicial branch entity (or must have cured such breach, default, or noncompliance); and (ii) must be in material compliance with applicable California laws. The foregoing determination shall be made by the Judicial Council in its sole judgment. Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the work to be performed by Proposer.
- 7.6 **Registration with the Department of Industrial Relations (DIR).** Since the nature of the services may require installation of wiring or cabling, the work performed under a resulting Master Agreement may be considered a “public works” project subject to the requirements set forth in California Labor Code sections 1720 et seq. Pursuant to Section 1725.5, all contractors and their respective subcontractors must, without exception, be registered with the Department of Industrial Relations (“DIR”). All Proposers must complete a Prevailing Wage and Related Labor Requirements Certification (“Prevailing Wage Certification”) form. The Judicial Council cannot award a contract to an unregistered contractor and will not consider

any Proposal that does not include the Prevailing Wage Certification with the Proposer's current and valid DIR registration number listed on the form.

- 7.7 **Authorized Reseller (if applicable).** If Proposer is a reseller of a manufacturer's product, Proposer must be an authorized reseller of the product being offered in its proposal.
- 7.8 **Required Forms.** Proposer must complete and submit as directed all Required Forms.

## 8.0 [this section intentionally left blank]

## 9.0 SUBMISSION OF PROPOSALS

- A. Failure to submit the proposal as instructed below may result in the proposal being disqualified from consideration.
- B. The Proposer must submit its proposal to: [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov) no later than the due date and time set forth in Section 5.0, Timeline of this RFP.
- C. The proposal must be in electronic files in searchable PDF, Word, or Excel formats. When submitting proposals electronically, an electronic signature by an authorized representative of the Proposer must be included. Electronic signatures may be digital or a scanned image of a handwritten signature that is attached to an electronic document and delivered by electronic means. All electronic signatures shall comply with California Civil Code, title 2.5, sections 1633.1-1633.17 (Uniform Electronic Transactions Act), title 2, sections 22000-22005, and Government Code section 16.5.
- D. In preparing its proposal, Proposer should do so in its own words and take care not to simply copy the language in the RFP. Care should also be taken to ensure that the proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the proposal submission is for the Judicial Council to ascertain Proposer's ability to meet or exceed the required service levels. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared in a standard manner. Only that information which is contained in the proposal will be evaluated. Incomplete or inaccurate information may result in disqualification of Proposer.

**IMPORTANT: PROPOSALS MUST BE SUBMITTED IN THE FORMAT DESCRIBED BELOW, BOTH AS TO SEQUENCE AND CONTENT. FAILURE TO COMPLY WITH THESE PROVISIONS MAY, IN THE JUDICIAL COUNCIL'S SOLE DISCRETION, RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

## 9.1 **The Proposal**

### 9.1.1 **Title Page**

The first page of the proposal must consist of a title page with the name of the firm, title of the RFP, and date of submission.

### 9.1.2 **Cover Letter**

The proposal must start with a cover letter address on Proposer's stationery. A corporate officer or person who is authorized to represent Proposer must sign this letter on behalf of Proposer. The letter must include the following:

- a. The name, title, address, telephone number, e-mail address, and facsimile number of person(s) authorized to make representations for Proposer during negotiations and commit Proposer to a contract;
- b. If a corporation, a statement that confirms Proposer is registered to do business in California and provide its corporate charter number; and
- c. Proposer's Federal Tax Identification Number. Note that if a sole proprietor using his or her social security number is awarded a contract, the social security number will be required before finalizing a contract.

### 9.1.3 **Executive Summary**

Provide an Executive Summary of your proposal. The Executive Summary should be a high-level, general overview of how Proposer intends to accomplish the requirements of this RFP. The Executive Summary should demonstrate the Proposer's understanding of the requirements. The Executive Summary must also address how Proposer meets the minimum qualifications listed in Section 7.0.

### 9.1.4 **Experience and Capability**

- a. Provide a general description of your firm and the services it provides. Proposer may attach and reference any brochures or other literature which may help the trial courts understand more about your firm.

- b. Proposer must have a minimum of three (3) years documented experience providing telephone appearance services. If Proposer has been in existence less than five (5) years, then information regarding the principals in the company must be provided to substantiate compliance with the experience requirement. Provide names of persons with whom the principals associated as partners or business associates in the last five (5) years. If applicable, provide documented experience for subcontractors.
- c. Provide a list of current and previous contracts for the same or similar services with a trial court in the past three (3) years. The information should identify each RFP Title and Number, time period of the contract, department name, contact person and their telephone number, contract value and a description of the service provided. If Proposer has not had any contracts during the last three (3) years with a trial court, a statement to that effect must be included.
- d. Provide a list of commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise that may affect Proposer's ability to perform the contract. If Proposer does not have any commitments or potential commitments that may affect Proposer's ability to perform the contract, a statement to that effect must be included.

#### 9.1.5 **Work Plan for Providing the Requested Services**

The work plan should provide technical details and descriptions, implementation plans, customer service, deliverables, ongoing communication with the trial courts, etc. Proposer should not summarize its services in this section; rather explain in full detail how Proposer will meet all the needs of the trial courts. Proposer should respond to the RFP requirements item by item and explain how the Proposer meets each requirement of the RFP. The work plan should demonstrate a clear understanding of all the tasks needed to meet the RFP requirements, and should include the following:

- a. Provide a proposed outline of execution that includes a timeline with detailed completion dates and milestone dates for the required tasks.
- b. Include an Implementation Plan that describes Contractor's onsite resources for up to thirty (30) days after implementation to assist trial courts in troubleshooting. If Contractor is unable

to remain onsite, Contractor to describe in his/her proposal the process/procedures and system requirements to provide trouble-shooting services. (e.g. VPN remote access).

- c. Project plan should include training resources, timeline and training program description (e.g. train-the-trainer philosophy, training of trial court personnel for 5 days including IT interface training, upgrade implementation/training, system administrator training, end-user knowledge transfer and reports training.)
- d. Describe performance testing, user acceptance testing time period and end to end testing on all services as well as an identification of number and quantity of trial court/Contractor resources to conduct the testing.
- e. Describe in detail your firm's process for ensuring that all services are provided correctly, completely and on time. Include a statement and discussion of anticipated major difficulties and problem areas, together with potential or recommended approaches for their solution.
- f. Provide the names of key staff that will manage and support this project. Describe roles and responsibilities of the Contractor and its representatives, including development, implementation, post-implementation, support and service level agreements for implementation issues both immediate and on-going. Include individual qualifications (certifications, years of experience, expertise, etc.) and provide a resume for each.
- g. If there will be any proprietary or third-party software proposed to be used in connection with the Proposer's telephone appearance services, provide detailed information about the software and how the Proposer would provide the software to, and maintain the software for, the Court and telephone appearance participants.

**9.1.6 Additional Services Proposed Beyond Core Requirements Outlined in RFP**

The Proposer may have additional services for consideration beyond the core requirements outlined in this RFP and required by statute as described in 1.0 of this RFP. The Proposer is invited to include these services in their proposal, but these should be included separately with a distinct work plan

as required in 9.1.5 sufficient for the Judicial Council to separately evaluate the core requirements from these additional services in the proposal.

#### 9.1.7 **Business References**

Provide a list of a minimum of three (3) references of clients for whom the Proposer has conducted similar services as described in 2.0 of this RFP. Please include name, title, address, telephone number and e-mail address of person(s) authorized to make representations for the client. The Judicial Council may check references listed by the Proposer.

#### 9.1.8 **Proof of Financial Stability**

List Proposer's gross income/receipts for the prior three (3) years. The Judicial Council reserves the right to request additional information, records, profit and loss statements, etc.

#### 9.1.9 **Insurance**

Attest that Proposer complies with the General Insurance Requirements in the General Terms and Conditions (Attachment 2). Include proof of current insurance for other contracts. ACORD Certificate of Liability Insurance is preferred. If required levels of insurance are not in place, a letter from Proposer's insurance broker stating that the required amounts will be provided should a contract be awarded is acceptable. If a contract is awarded, an insurance certificate specifically endorsing the Judicial Council will be required prior to start of work.

#### 9.1.10 **Business License and Certification**

- a. Proposer must submit a copy of all business or professional licenses or certificates required by the nature of the services to be performed and held by Proposer (i.e. California State Board of Equalization Seller's Permit and Business License).
- b. If Proposer is a reseller of a manufacturer's product, the proposal shall indicate that Proposer is an authorized reseller and has all licenses to sell a manufacturer's system.

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.

#### 9.1.11 **Required Forms**

Proposer shall complete and submit all Required Forms indicated in 6.2 of this RFP.

#### 9.1.12 **Optional Forms**

Proposer may submit the Disabled Veteran's Business Enterprise (DVBE) or the Small Business Declaration forms only if Proposer will claim either preference associated with this solicitation. Please review the instructions before completing these forms. If Proposer submits incomplete or inaccurate information, it will not receive the preference.

#### 9.1.13 Acceptance of 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, as determined by the Judicial Council in its sole discretion, to any of the terms and conditions (in Attachment 2) may render a proposal non-responsive.

### 9.2 **Fee Structure**

9.2.1 **Background:** The principal uniform fee (uniform fee) to appear using telephone appearance services in civil cases is currently set at \$94.00 of which \$20.00 shall be transmitted to the State Treasury for deposit in the Trial Court Trust Fund (TCTF) as provided for in California Rules of Court, Rule 3.670(k)(1) and California Government Code section 72011(a). There are also late request fees and cancellation fees under rule 3.670(k)(2) and (3). Parties who have received a fee waiver are not charged any fee, subject to certain conditions. (Code Civ. Proc., §367.6(b).) As explained in greater detail in 3.0 above, the balance of the telephone appearance fees collected, after the distributions to the TCTF, is generally received by Contractor. Each Contractor is also obligated to pay a proportionate share of an amount equivalent to the revenues received from vendors providing services for telephone appearances from all trial courts in FY 2009-2010.



Under the Master Agreement or Master Agreements entered into pursuant to this RFP, all the equipment and connectivity, services for telephone appearances, training, information, and other goods and services provided under 2.0 and all financial processing under 3.0 shall be provided by Contractor at no cost to any Participating Court or to the Judicial Council. The applicable telephone appearance law and resulting Master Agreements mean that the principal costs relating to the Master Agreements under this RFP are the costs charged to the public for providing services for telephone appearances.

9.2.2 The following information must be included in the Fee Structure section of the proposal:

For (a) through (d) below, please provide the following information **for each of the following three fees**: (i) the uniform fee; (ii) the late request fee; and (iii) the cancellation fee (for more information about these three fees, please see section 9.2.1 above):

- a. State whether the Proposer is proposing the continuation of the current fee amount (i.e., \$94 for the uniform fee; \$30 for the late request fee; \$5 for the cancellation fee), or proposing a lower or higher fee.
- b. Provide, if the Proposer is proposing an increase or decrease in the current fee, the specific dollar amount it is proposing for the revised fee.
- c. Provide detailed information on why the proposed change in the fee amount is reasonable and warranted, including but not limited to providing information on changes in the costs incurred, changes in the levels of services or equipment to be provided, and other similar factors that would justify changing the fee.
- d. Describe the impact that the proposed fee change will have on access to the courts by parties and their attorneys.

NOTE: A statement only that the Proposer will comply with any fee established by the Judicial Council will be deemed nonresponsive to the requirements of this section.

9.2.3 The following information must be included in the Fee Structure section of the proposal:

Describe the Proposer's estimated base costs of providing the telephone appearance services. If Proposer is planning to provide different levels of telephone appearance services, describe Proposer's estimated base costs for each level.

- e. Proposer should provide such other information concerning fees and costs as may be relevant to its proposal (including any software to be provided in connection with the telephone appearance services).
- f. Notwithstanding any proposed fee changes by Proposers, the Judicial Council does not make any guarantees, commitments, representations, or warranties regarding subsequent fee increases or decreases.

### **9.3 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 Judicial Council reserves the right to negotiate extensions to this period.

## 10.0 EVALUATION CRITERIA

EVALUATION CRITERIA	Maximum Points
<p><b>Equipment and connectivity.</b> As evidenced by the responses and information provided, the quality and extent of the equipment and connectivity to be provided by Proposer under 2.4 above; and the quality, speed and reliability of the maintenance and repairs to equipment to be provided under 4.2.3.</p>	18
<p><b>Administration and coordination of services for telephone appearances.</b> As evidenced by the responses and information provided, the quality, level, and extent of administration, coordination, and all other necessary services to be provided under 2.2 above to enable parties to appear using telephone appearance services in any courtroom or judge's chamber that a Participating Court may identify as one where telephone appearances must be made available.</p>	18
<p><b>Other services.</b> As evidenced by the responses and information provided, the quality, reliability and extent of other services to be provided to Participating Courts and the Judicial Council, including but not limited to training and marketing under 2.3 above and performing fee collection, reporting, and other financial responsibilities under 3.0 above.</p>	3
<p><b>Experience and capability</b>  As evidenced by proposal responses and information provided, Proposer's experience and capability, including:  a) Experience in providing high quality services of the type specified in this RFP on similar assignments;  b) Experience and qualifications of the staff providing services for telephone appearances;  c) Financial viability and stability of the Proposer; and  d) Other information, if any, submitted by the Proposer or gathered by the Judicial Council from other sources, including references submitted by Proposer.  e) Compliance with past or existing judicial branch contracts.</p>	23
<p><b>Fee Structure.</b> As evidenced by the responses and information provided, the overall costs based on the fee structure described in the proposal, including fees to be charged to persons appearing using telephone appearance services in civil cases; and the impact that these costs will have on access to the courts by parties in civil cases.</p>	25
<p><b>Acceptance of Terms and Conditions</b></p>	10
<p><b>DVBE INCENTIVE</b></p>	3
<p><b>TOTAL MAXIMUM ALLOWABLE POINTS**</b></p>	100

\*\* If a Proposer receives the Small Business Incentive, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal.

## **11.0 INTERVIEWS**

Judicial Council 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. If conducted in person, interviews will likely be held at the Judicial Council's Office located at 455 Golden Gate Avenue, San Francisco, CA 94102. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

## **12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the Judicial Council 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," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council's right to disclose information in the proposal, or (b) requiring the Judicial Council 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. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

## **13.0 SMALL BUSINESS PREFERENCE**

13.1 Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

13.2 Eligibility for and application of the small business preference is governed by the Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the Judicial Council's sole determination, the Proposer has met all applicable requirements. If the Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules

regarding the interaction between the small business preference and the DVBE incentive apply.

13.3 To receive the small business preference, the Proposer must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

13.4 If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 10). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

13.5 Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

13.6 If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.**

**14.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE**

14.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

14.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Judicial Council’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 10.0 above.

14.3 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”).

14.4 If Proposer wishes to seek the DVBE incentive:

14.4.1 Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 12). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.

14.4.2 Proposer must submit with its proposal a DVBE Declaration (Attachment 11) 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.

14.5 Failure to complete and submit these forms as required will result in Proposer 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 Proposer not receiving the DVBE incentive.

14.6 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.

14.7 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 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.

14.8 If using DVBE subcontractors, the Proposer must complete and return to the Participating Court 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 (including any Participation Agreement), and by no later than the date of submission of Proposer's final invoice to the judicial branch entity. If the Proposer fails to do so, the judicial branch entity 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.

14.9 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 judicial branch entity 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 judicial branch

entity 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.**

## **15.0 PROTESTS**

Any protests will be handled in accordance with chapter 7 of the Judicial Branch Contracting Manual (<https://www.courts.ca.gov/documents/jbcl-manual.pdf>); provided, however, that in light of the COVID-19 pandemic, electronic submission of protests is required. Failure of a Proposer to comply with the protest procedures set forth in that chapter, with the exception of submitting a protest electronically, will render a protest inadequate and nonresponsive and will result in rejection of the protest.

Protests must be submitted electronically to: [TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov)

## **16.0 PREVAILING WAGE AND REGISTRATION**

- 16.1 Proposer and all proposed subcontractors under the Proposer shall pay all workers on work performed pursuant to a Master Agreement (including any Participation Agreement) not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>).
- 16.2 The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the work.
- 16.3 Proposer shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following:

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“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”