

RFP Title: Consultant for AB 1981 Jury Pilot Program
RFP Number: OCR23-152RB

REQUEST FOR PROPOSALS

CONSULTANT FOR AB 1981 JURY PILOT PROGRAM

REGARDING:

RFP TITLE: CONSULTANT FOR AB 1981 JURY PILOT
PROGRAM

RFP NUMBER: OCR23-152RB

PROPOSALS DUE:

September 29, 2023, NO LATER THAN 5:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 On September 15, 2022, Assembly Bill 1981 was passed by the Legislature and signed into law by the Governor. The new legislation, beginning January 1, 2023, raises the mileage reimbursement from \$0.34 one-way to roundtrip. Additionally, the bill provides a framework for courts to create a program to encourage individuals to use public transit and reimburses up to \$12 per day starting on the first day of service for those who do.

AB 1981 also requires the Judicial Council to sponsor a *pilot* program for two fiscal years to study whether increases in juror compensation and mileage reimbursement rates increase juror diversity and participation and to provide a report to the Legislature, by September 1, 2026, describing the findings of the *pilot* program and providing information for promoting juror diversity. The impact of current per diems on representation among juries statewide is not known as neither the Judicial Council nor the trial courts collect demographic data on jurors and prospective jurors summoned for jury trials.

The statute specifically requires in Cal. CCP Section 241:

“(a) The Judicial Council shall sponsor a *pilot* program for two fiscal years to study whether increases in juror compensation and mileage reimbursement rates increase juror diversity and participation. The Judicial Council shall select at least six trial courts, in counties with regional and geographic diversity, including the County of Alameda, to participate in the *pilot* program.

(b) As part of the *pilot* program, the participating *pilot* courts shall collect demographic information, as reported by jurors.

(c) No later than September 1, 2026, the Judicial Council shall provide a report to the Legislature pursuant to Section 9795 of the Government Code describing the findings of the *pilot* program and providing information for promoting juror diversity.

(d) The Judicial Council may enlist the services of a consultant to conduct the study.”

Further information regarding the background of this project may be found in Exhibit A.

2.0 DESCRIPTION OF SERVICES

The Judicial Council (the “Judicial Council”, “JBE” or the “JC”) seeks the services of a firm or entity, with expertise in trial court operations, the jury service process, the California court system, and communicating and collecting data from the courts. Prospective firms or entities, for the purposes of this RFP will be referred to as “Consultants” or “Contractors” or “Proposers”.

The Consultant will provide the following services (collectively the “Services”):

- A. The Consultant will provide significant support to conduct the jury compensation *pilot* program. The Consultant shall render direction, information, guidance, and logistical work to implement the *pilot* program. The Consultant would be doing the day-to-day work under the direction of the Judicial Council.

The Consultant will support Judicial Council staff to work with the participating courts to gather and keep track of the data from the courts (as defined in Section 2.1 of Attachment 2;

Standard Agreement) and provide significant support to formulate the report to the legislature on the findings of the *pilot* program.

- B. The Consultant will be required to communicate with each of the participating courts, specifically in contact with their jury staff. The Consultant will be required to understand each courts jury summoning process and their jury management system. The consultant will work with jury court personnel to work out how the data related to the *pilot* (jury demographics, jury participation rates, jury summons rates, etc.) will be relayed to the Judicial Council and work out the frequency of these reports. Additionally, prior to the implementation of the *pilot*, the consultant will provide support (including direction, information, guidance and logistical work) to the Judicial Council to collect baseline data for the *pilot* program. The consultant and the Judicial Council will collect baseline data collected for the *pilot* program and will preserve this data so it can be used to compare to the overall findings of the *pilot*.
- C. The Consultant will be required to keep track of the data that the courts relay to the Judicial Council. The Consultant will have other Judicial Council support to maintain and upload the data throughout the duration of the *pilot* program. The Consultant and the Judicial Council staff can use their discretion on how the data can be stored/maintained for the duration of the *pilot* program whether this be a website/folder, shared Excel sheet, etc. This project may require ad hoc assistance from other Judicial Council staff, based on the proposals submitted. IT will be asked to provide their input on certain technical aspects.
- D. The performance timelines and completion dates for the *pilot* program can be found in the projected timeline for the *pilot* program in Section 5.0. The work requirements and progress reports expected of the consultant will be decided by necessary Judicial Council staff.

Phase 1: *pilot* program design and preparation, to be completed by December 29, 2023.

Phase 2: baseline data collection, to be completed by May 31, 2024.

Phase 3: *pilot* program data collection, to be completed by February 28, 2026.

Phase 4: review, analysis, and report, to be completed by May 31, 2026.

- E. The final phase expected for the Consultant to complete is the report on the overall findings of the *pilot* program to the Legislature that is due by September 1, 2026. There is no renewal for this contract. It has a defined end date and the statute sunsets in 2027. See Cal. CCP Section 241(e).

The consultant is expected to utilize the baseline data and the *pilot* data collected from the courts to compare and provide a final report on the findings of the *pilot* program. Ultimately, this report must answer whether and how does raising the juror per diem affect juror diversity

and participation. In addition to the reporting on the demographic and participation rates (data) of the *pilot* program, the report should include the following information:

- Background information relating to juror compensation and past policy or legislative efforts in this area within California and compared to other state courts.
- Information on how the *pilot* program was structured and administered, as well as how the data was processed, reviewed, and analyzed.
- The demographics of the jurisdiction for each participating court.
- Information on juror demographics and participation rates prior to the implementation of the *pilot* program (baseline data) as compared to after implementation of the *pilot* program.
- Any changes and/or challenges that occurred during the implementation of the *pilot*; and
- Any qualitative data that was reported, such as anecdotes about changing juror opinions or attitudes, juror focus or comfort during their service, and other jury-related improvements.

Further descriptive information regarding the services and phase may be found in Exhibit A. This is additional background material for reference. The point is to give the prospective proposers an idea of how the Judicial Council is approaching this project. It contextualizes the methodology, objectives, history, subject literature, and policy changes regarding juror compensation.

No Follow-on Contracting. No firm, college/university/association or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

Independent Contractor. Consultant is an independent contractor to the Judicial Council. No employer-employee, partnership, joint venture, or agency relationship exists between Consultant and the Judicial Council. Consultant has no authority to bind or incur any obligation on behalf of the Judicial Council. If any governmental entity concludes that Consultant is not an independent contractor, the Judicial Council may terminate this Agreement immediately upon Notice.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>August 25, 2023</i>
Deadline for questions <i>Proposers may submit written questions and requests for information with respect to this RFP. All questions and requests must be submitted by the deadline indicated in this RFP's Schedule of Events. The Proposer's Submission of Questions form must be submitted by email to</i>	<i>September 11, 2023</i>

EVENT	DATE
<i>Solicitations@jud.ca.gov with the RFP number and title in the subject line</i>	
<p>Questions and answers posted <i>(estimated)</i></p> <p><i>The Judicial Council will post any answers to Proposers' properly submitted questions and requests for information as indicated in the Schedule of Events. Answers and/or information provided in response to questions or requests from Proposer's will be posted on the Judicial Council website publishing this RFP prior to the due date for Proposals. The Judicial Council may make updates or other changes to this RFP in response to submitted questions if the Judicial Council deems such necessary in its discretion and will post updated documents or other addendum to this RFP on the Judicial Council website publishing this RFP prior to the due date for Proposals.</i></p>	<p><i>September 15, 2023</i></p>
<p>Latest date and time proposal may be submitted</p>	<p><i>September 29, 2023 (no later than 5:00P.M. Pacific Time)</i></p>
<p>Anticipated interview dates <i>(estimate only)</i>. <i>Interviews are optional and at the Judicial Council's sole discretion.</i></p>	<p><i>October 2 - 6, 2023</i></p>
<p>Evaluation of proposals <i>(estimate only)</i></p>	<p><i>October 9 - 13, 2023</i></p>
<p>Notice of Intent to Award <i>(estimate only)</i></p>	<p><i>October 16, 2023, Monday</i></p>
<p>Negotiations and execution of contract <i>(estimate only)</i></p>	<p><i>September 17 - 20, 2023</i></p>
<p>Contract start date <i>(estimate only)</i></p>	<p><i>October 23, 2023</i></p>
<p>Contract end date <i>(estimate only)</i></p>	<p><i>September 10, 2026</i></p>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Judicial Council Standard Terms and Conditions	If selected, the entity submitting a proposal (the “Proposer”) must sign this Judicial Council Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: 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. Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6 & 6A: 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 7: DVBE Bidder Declaration	The Proposer may complete this Bidder Declaration
Attachment 8: DVBE Declaration	The Proposer may complete this DVBE Declaration
Attachment 9: Unruh and FEHA Cert	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 10: Iran Contracting Act Cert	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.

5.0 PAYMENT INFORMATION

The resulting agreement shall be at firm fixed price PER PHASE. The ultimate contract price is a not-to-exceed amount. Payment will be disbursed utilizing a phased approach.

Phase 1: *pilot* program design and preparation, to be completed by December 29, 2023.

Phase 2: baseline data collection, to be completed by May 31, 2024.

Phase 3: *pilot* program data collection, to be completed by February 28, 2026.

Phase 4: review, analysis, and report, to be completed by May 31, 2026.

Payment cannot be made until each phase is completed. Late performance will be subject to a penalty of delay of payment. This delay of payment will not exceed six (6) months after the late performance is provided. Late performance is defined as phase completion provided greater than two (2) weeks after the completion of a given phase. Inadequate performance will be subject to a penalty of a ten percent (10%) reduction in payment. Inadequate performance is defined as a service in any

phase that does not include the criteria outlined in Section 2.0. The price for payment of each phase is inclusive of travel, lodging, meals, and incidentals.

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7.0 SUBMISSIONS OF PROPOSALS

7.1 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. The Judicial Council will only accept electronically submitted Proposals.

7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

Technical Proposal - The Proposer must submit via email their Technical Proposal as an attachment, separate from the Cost Proposal to the Solicitations mailbox at solicitations@jud.ca.gov. The Technical Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments. Proposers must include the RFP number and the phrase ‘Technical Proposal’ in the name of the electronic file of their Technical Proposal.

Cost Proposal - The Proposer must submit via email their Cost Proposal as an Attachment, separate from the Technical Proposal to the Solicitations Mailbox at solicitations@jud.ca.gov. The Cost Proposal must be signed by an authorized representative of the Proposer. The Cost Proposal must include all components required in Section 2. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments. Proposers must include the RFP number and the phrase ‘Cost’ in the name of the electronic file of their Cost Proposal.

7.3 Proposals must be delivered via email by the date and time listed on the coversheet of this RFP to: solicitations@jud.ca.gov.

7.4 Late proposals will not be accepted.

7.5 Only written proposals will be accepted.

8.0 PROPOSAL CONTENTS

8.1 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 background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.
- e. Proposed method to complete the work.
 - i. The evaluation team will consider the Proposer's data collection, review, analysis, and interpretation methods; project support, team, and/or organization; as well as the estimated time, materials, and/or travel to complete the project.
 - ii. The evaluation team will consider the Proposer's research strategies, survey techniques, data visualization capabilities, and relevant prior work product.
- f. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - iii. Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.
- g. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete Attachments 3 to 10 if applicable and submit the completed form with its proposal.
 - ii. Proposer must be a viable legal entity with which the Judicial Council can conduct business transactions. 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. 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.

- iii. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.
- iv. No Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- v. No Interference with Other Contracts. To the best of Proposer's knowledge, the resulting Agreement does not create a material conflict of interest or default under any of Proposer's other contracts.

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

- i. A detailed line-item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- iii. A "not to exceed" total for all work and expenses payable under the contract, if awarded.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

9.0 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 Judicial Council reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Judicial Council will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

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

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	20
Experience on similar assignments	15
Cost	30
Credentials of staff to be assigned to the project	10
Acceptance of the Terms and Conditions	10
Ability to meet timing requirements to complete the project	15

11.0 INTERVIEWS

The 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. These interviews are at the sole discretion of the Judicial Council. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council’s offices. 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 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 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,” “copyright ©,” 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 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 10.0 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 7). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 8) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

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

If using DVBE subcontractors, the Proposer must complete and return to the JBE a copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM->

Post-Contract-Certification-Form.docx), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the JBE. If the Proposer fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

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

FRAUDULENT 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.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the deadline to submit questions. Protests must be sent to:

Protest Officer
Branch Accounting and Procurement | Administrative Division
Judicial Council of California
455 Golden Gate Ave., San Francisco, CA 94102-3688

The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFP.