

REQUEST FOR PROPOSALS

THE SUPREME COURT OF CALIFORNIA

REGARDING:

Publication of the California Official Reports

RFP No.: RFP-Supreme-032717-Official Reports-WV

PROPOSALS DUE:

APRIL 21, 2017 NO LATER THAN 5:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 The Supreme Court of California (the “Court” or “JBE,” which stands for “Judicial Branch Entity”) was established in 1849, and is authorized by the California Constitution as the court of last resort in the courts of the State of California (“State”). It is headquartered in San Francisco and regularly holds sessions in Los Angeles and Sacramento. Its decisions are binding on all other California state courts. The Judicial Council of California (“JCC”) is the policymaking and administrative arm for the California Judiciary.
- 1.2 California Constitution, article VI, section 14 states that “[t]he Legislature shall provide for the prompt publication of such opinions of the Supreme Court and courts of appeal as the Supreme Court deems appropriate, and those opinions shall be available for publication by any person.” The Legislature has so provided in Government Code sections 68902-68905. Government Code section 68902 further provides that “the opinions of the Supreme Court, of the courts of appeal, and of the appellate divisions of the superior courts as the Supreme Court may deem expedient shall be published in the official reports.”
- 1.3 Government Code section 68903 establishes that the official reports shall be published pursuant to a contract entered into on behalf of the state by the Chief Justice of California, the Secretary of State, the Attorney General, the President of the State Bar, and the Reporter of Decisions, who also serves as secretary for the contract.
- 1.4 Government Code section 68904 further provides that “[t]he contract shall be entered into . . . for a period of not less than two nor more than seven years on the terms most advantageous to the state and to the public.”

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a Contractor with expertise in publication of official case law to publish the Official Reports.

2.1. General considerations

2.1.1 Introduction; invitation to submit proposal

All interested parties are invited to submit written proposals for publication of the California Official Reports on the terms and conditions specified in this Request for Publication Proposals for the California Official Reports (“RFP”).

2.1.2 Deadline for submitting publication proposal

The publication proposal must be received by 5:00 p.m. on April 21, 2017 in the manner expressed in this RFP.

2.1.3 Form and style for publication proposal

(a) The publication proposal must be submitted in a sealed package or envelope that conspicuously describes the contents as a publication proposal for the California Official Reports (“Official Reports”).

(b) The publication proposal must be submitted on white paper measuring 8.5 by 11 inches. The publication proposal must also be provided as an electronic version in Adobe Acrobat .pdf and/or MS Word .docx file formats, as described in section 6.2.

(c) Prices, information, descriptions, and statements in the publication proposal must, to the extent possible, be correlated to the sequence, numbering, organization, and descriptive phrases set forth in this RFP.

(d) For any requirement of this RFP, the publisher shall agree to comply with each of them or propose alternative text. Some of the requirements in this RFP may differ from the requirements from the last RFP leading to the current Official Reports publication contract effectuated July 1, 2010. Those differences include: A change to the initial term of the contract and possible subsequent extensions (see section 2.1.6); changes to requirements for the Public Access Official Reports Web site (see sections 2.5.2 and 2.5.3); and a requirement to produce and publish the California Style Manual, Fifth Edition (see section 2.4.13) .

2.1.4 Constitutional provisions, statutes, and rules; style manual

(a) California Constitution, article VI, section 14, Government Code sections 68902 through 68905, and California Rules of Court, rules 8.1100 through 8.1125, as all those provisions may from time to time be revised and amended, are incorporated by reference in this RFP. The specified provisions will also be incorporated by reference in the Official Reports publication contract.

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

2.1.5 Selection criteria

The publisher submitting the proposal deemed most advantageous to the State and the public will be awarded the contract to publish and sell both print and computer versions of the Official Reports for opinions received during the term of the contract. “Computer version” of the Official Reports is defined in Section 2.5.1(a) below.

2.1.6 Commencement and duration of contract

- (a) The Official Reports publication contract will commence on July 1, 2017.
- (b) The Official Reports publication contract's duration will be two years, with renewal options for a two-year extension exercisable at the sole option of the State, and an additional subsequent three-year extension also exercisable at the sole option of the State, for a total contract duration of seven years or less. The publisher will be given written notice of the State's exercise of the option for an extension at least 90 days prior to the date the contract would otherwise terminate. The decision to extend the contract will be based, at least in part, on the publisher's willingness to explore, and its completed progress toward, achieving the expansion of free public access to official versions of California's case law (see 2.5.2).

2.1.7 Place of performance

- (a) The publisher must specify the locations at which work will be performed under the Official Reports publication contract. If work will be performed in more than one location, the publisher must specify the parts of the work to be performed at each location. Alternate locations for performing, which would be utilized pursuant to the disaster contingency plan (see 2.1.12), must also be specified.
- (b) The terms "work" or "Work" include editorial, manufacturing, marketing, sales, distribution, customer service, and any other operation or procedure necessary to perform the obligations specified in this RFP.

2.1.8 Bond

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

2.1.9 Copies of publications; online access

- (a) For each Official Reports advance pamphlet and bound volume, the publisher must provide the Reporter of Decisions, at the publisher's expense, and at no cost to the State, with 12 copies. This material will be limited to the exclusive use of the Reporter of Decisions and staff, and the material will not be returned on termination of the Official Reports publication contract.
- (b) The publisher must also provide the Reporter of Decisions and staff, at the publisher's expense, and at no cost to the State, with access to any online research service, website, or other remote-access computer database that the publisher makes commercially available. This access will be limited to the Reporter of Decisions and staff.
- (c) For each edition of the California Style Manual produced, the publisher must provide the Reporter of Decisions, at the publisher's expense, and at no cost to the State, with 12 copies.

This material will be limited to the exclusive use of the Reporter of Decisions and staff, and the material will not be returned on termination of the Official Reports publication contract.

2.1.10 Transmittal of manuscript and other materials

The publisher must provide, at the publisher's expense, and at no cost to the State, for transmittal of manuscript, documents, and other materials required to fulfill editorial and manufacturing responsibilities described in this RFP. In lieu of transmittal provisions for paper versions of manuscript, documents, and other materials, the publisher may provide for transmittal via computer-based methods and procedures (e.g., e-mail, file transfer protocol, or other Internet-based methods), subject to the approval of the Reporter of Decisions for non-paper-based transmittal provisions. The publisher's computer-based methods and procedures must be generally compatible with the computer systems and software used by the Reporter of Decisions. The publisher's methods for transmittal must ensure receipt of manuscript, documents, and other materials within 24 hours after dispatch. (See 2.2.2)

2.1.11 Inspections and meetings

(a) The Reporter of Decisions, on behalf of the State, must be given a continuing right to inspect, at reasonable intervals, all premises used in performance of editorial and manufacturing obligations described in this RFP. The publisher must provide for this right of inspection with any subcontractors.

(b) The publisher will be responsible for all reasonable expenses relating to any meeting or inspection pertaining to the Official Reports, including the reasonable transportation, lodging, and related travel expenses of State personnel necessary to the purpose of any meeting or inspection. The publisher shall not be reimbursed by the State for such expenses.

2.1.12 Disaster contingency plan

The publication proposal must include at least one alternative plan or arrangement for continuing publication of the Official Reports should any event or circumstance (e.g., a man-made or natural disaster) cause a business interruption either for the publisher or any subcontractor. The plan or arrangement must be detailed and specific. Identification of particular subcontractors that may be utilized if the plan is implemented is not required for the proposal or contract, but actual use of subcontractors will be subject to the requirements set out in the contract.

2.2. General publishing duty; licensing and proprietary considerations

2.2.1 Material to be published

(a) Decisions of the Supreme Court will be reported in the continuation of California Reports, Fifth Series. Decisions of the Courts of Appeal will be reported in the continuation of California Appellate Reports, Fifth Series. Decisions of the Appellate Divisions of the Superior Court must be reported with the decisions of the Courts of Appeal, but in a category identified as the "California Supplement." Decisions of the Commission on Judicial Performance must be

reported with the decisions of the Supreme Court, but in a category identified as the “CJP Supplement.”

(b) The publisher must publish in the Official Reports opinions and other material (e.g., court rules) only as directed by the Reporter of Decisions in accord with the California Rules of Court and publication practices of the Supreme Court.

2.2.2 Delivery of opinions and other material

(a) The Reporter of Decisions will deliver to the publisher computer versions of all opinions and other material required to fulfill the publisher’s obligations under the Official Reports publication contract. Delivery of computer versions of Supreme Court and Court of Appeal opinions will normally be made on the day opinions are filed, or on the date after filing on which opinions are certified for publication, by posting the opinions to the California judicial branch’s Web site (www.courts.ca.gov/opinions).

(b) After the initial delivery of opinions and other material, transmittal of manuscript, documents, and other materials required to fulfill editorial and manufacturing responsibilities described in this RFP will be governed by the publisher’s response to 2.1.10.

2.2.3 Intellectual property rights; copyright and licenses

(a) Opinion summaries, headnotes, classification headings for headnotes, and related references and statements prepared by the publisher for the Official Reports (see 2.3.4) may be copyrighted by the publisher. If the publisher declines to register a copyright on its own behalf, the publisher must register a copyright on behalf of the California Supreme Court. All expenses of obtaining copyright, either on behalf of the publisher or the California Supreme Court, will be the responsibility of the publisher, and copies of all documents pertaining to copyright must be provided to the Reporter of Decisions within one year of their production.

(b) No copyright or other proprietary right may be procured or claimed by the publisher for the text of any opinion reported in the Official Reports.

(c) No copyright or other proprietary right may be procured or claimed by the publisher with respect to any element of any citation for any opinion reported in the Official Reports. This includes any method of intra-opinion designation (i.e., “point page” references). All elements of all Official Reports citations for California Reports (first series), California Reports, Second Series, California Reports, Third Series, California Reports, Fourth Series, California Reports, Fifth Series, California Appellate Reports (first series), California Appellate Reports, Second Series, California Appellate Reports, Third Series, California Appellate Reports, Fourth Series, and California Appellate Reports, Fifth Series, are in the public domain.

(d) The State will grant the publisher a royalty-free license during the term of the publication contract for use of all intellectual property rights, including copyright, held by the incumbent publisher on opinion summaries, headnotes, classification headings for headnotes, and related references and statements in California Reports (first series), California Reports, Second Series,

California Reports, Third Series, California Reports, Fourth Series, California Reports, Fifth Series, California Appellate Reports (first series), California Appellate Reports, Second Series, California Appellate Reports, Third Series, California Appellate Reports, Fourth Series, and California Appellate Reports, Fifth Series. The proposed form for the license, including the use that will be made of the licensed material, must be included in the publication proposal.

(e) The State’s offer to grant the license described in paragraph (d) is based on section XI of the final judgment entered by the United States District Court for the District of Columbia on March 7, 1997, in *United States et al., v. Thomson Corporation et al.* (Civil No. 96-1415 [PLF]). Section XI provides for transfer to the State of a “license, which shall be perpetual in term, sublicensable, assignable, and royalty-free, to the use of any intellectual property rights which [the incumbent publisher] holds pertaining to the headnotes, case notes, and/or case summaries in the product(s) at issue.” Exhibit A.3 of the final judgment defines the Official Reports as among the “product(s) at issue.” The license was conditioned on exercising an option provided by the decision to terminate the Official Reports publication contract in effect at that time, and that option was exercised.

(f) The publisher must grant the State a royalty-free, perpetual license, which will be sublicensable and assignable, for use of all intellectual property rights, including copyright, on opinion summaries, headnotes, classification headings for headnotes, and related references and statements created during the term of the Official Reports publication contract. The publisher may propose limitations on the State’s rights under the license during the term of the contract if exercise of such rights would be detrimental to the publisher. The proposed form of the license must be included with the publication proposal.

(g) If the State terminates the Official Reports publication contract, the publisher shall defend, indemnify, and hold harmless the State, its officers, officials, employees, volunteers and any successor publisher of the Official Reports for any and all claims, injuries, damages, losses or suites, including attorney fees, for infringement of the publisher’s intellectual property rights in the Official Reports, including copyright, relating to any sublicense or assignment of those rights made by the State in good faith to facilitate continued publication and availability of the Official Reports. The State, its officers, officials, employees, volunteers, and any successor publisher shall be held harmless even if the State’s termination of the contract is ultimately found to be without cause.

2.2.4 Official Reports subscription lists

(a) The current publication contract obligates the incumbent publisher “to provide copies to the State, or to a successor publisher designated by the State, of all Official Reports subscription lists. The copies of subscription lists shall include all relevant information reasonably needed by a successor publisher to fulfill subscription obligations. This includes, but is not limited to, the names and addresses of subscribers, types and categories of subscriptions for each subscriber, and subscription cost information.” The State will exercise reasonable diligence in enforcing the obligation to provide subscription lists, but the State assumes no responsibility or liability for the

accuracy or form of subscription list information provided by the incumbent publisher, nor will the State be responsible for any failure by the incumbent publisher to provide the information.

(b) The publisher will, in turn, be obligated to provide copies to the State of all Official Reports subscription lists on termination of the Official Reports publication contract resulting from this RFP. The copies of subscription lists must include all relevant information reasonably needed by a successor publisher to fulfill subscription obligations for the print version of the Official Reports and any computer version. The required information includes, but is not limited to, the names and addresses of subscribers, the type of subscription for each subscriber, and subscription cost information.

2.2.5 Marketing and advertising of Official Reports

(a) The publisher shall make extraordinary efforts to market and advertise the Official Reports during the term of the publication contract, including extraordinary efforts to increase subscription lists during the contract's term. The publisher's proposal must include a marketing plan for the Official Reports. Changes to the marketing plan during the Official Reports publication contract will be subject to the reasonable approval of the Reporter of Decisions.

(b) The publisher shall report as periodically required by the Reporter of Decisions on current marketing and advertising efforts, and on the effectiveness of marketing and advertising efforts in general. Reports must include information as to the number of Official Reports subscribers for the print version, and correlative information for computer versions of the Official Reports. These reports will be regarded by the State as confidential and will be provided only as necessary to justices of the California Supreme Court, Official Reports contracting parties, or an advisory committee convened on behalf of the contracting parties.

(c) If, at any time during the Official Reports publication contract, the Reporter of Decisions, on behalf of the State, determines that the publisher's marketing and advertising do not reflect good faith, fair dealing, and cooperation, the publisher will be advised in writing and given a reasonable opportunity to correct any deficiencies before the contract is terminated by the State on that basis. For this provision, the term "reasonable" is defined to mean a period of time not to exceed six weeks.

(d) No advertisements may be published in the bound volumes of the Official Reports. Advertising may, however, be published on the back cover of the Official Reports advance pamphlets with advance written approval of the Reporter of Decisions.

2.3. Requirements and standards for editorial work

2.3.1 Staffing and cost

- (a) All editorial work specified in this RFP will be performed at the publisher's expense , and at no cost to the State.
- (b) The publisher must specify in detail the method and manner of performing editorial work specified in this RFP. This information must include a description of the various functions to be performed and staffing plans, including the qualifications of staff. The disaster contingency plan (see 2.1.12) must include at least one alternative manner of performing editorial work.

2.3.2 Cooperation with Reporter of Decisions

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

2.3.3 Postfiling verification, correction, styling, and proofreading

- (a) The publisher must accurately report opinion text and make changes to text only as specified by this RFP, or as otherwise directed by the Reporter of Decisions. The publisher must identify and promptly refer to the Reporter of Decisions all discrepancies, anomalies, and inconsistencies in opinion text that are discernible from diligently performing editorial responsibilities described in this RFP.
- (b) The publisher must provide for thorough proofreading, copyreading, and correction of all opinions as soon as practicable after delivery by the Reporter of Decisions. The proofreading and copyreading must be done at a level of timeliness and accuracy satisfactory to the Reporter of Decisions.

(c) The publisher is required to verify the accuracy of all citations to authority in opinions. The publisher is also required to verify the accuracy of all quotations of authority in opinions (e.g., including but not limited to, other opinions, statutes, rules, law reviews, and treatises).

(d) All opinions must conform to style and standards as directed by the Reporter of Decisions. Style and standards are principally set forth in the California Style Manual, Fourth Edition. The publisher's styling responsibilities include: (i) checking titles of opinions and designations of parties; (ii) checking and styling the counsel listing; (iii) checking and styling trial court information; (iv) checking and styling names of justices; (v) executing partial publication orders; (vi) executing orders of modification and clerical correction directives from the Reporter of Decisions; (vii) adding parallel case citations, where available, to the National Reporter System, state reports of other jurisdictions, specialized case reporters as specified or authorized by the Reporter of Decisions, and any other form of parallel citation (e.g., universal citations) specified or authorized by the Reporter of Decisions; (viii) creating opinion titles for citation purposes (i.e., "running head" titles); (ix) correctly styling all citations of authority in opinions; and, (x) correcting errors in spelling and grammar.

(e) In the course of verifying, correcting, styling, and preparing summaries and headnotes, all opinions must be diligently inspected by the publisher for: (i) citation to unpublished and depublished opinions; (ii) citation of opinions in which review has been granted by the Supreme Court; (iii) any facial impropriety with respect to the certification of the opinion for publication or partial publication; and, (iv) in partially published opinions, references in concurring, dissenting, or concurring and dissenting opinions to the unpublished portion of the majority or lead opinion. All occurrences of the specified anomalies must be promptly referred to the Reporter of Decisions.

2.3.4 Summaries and headnotes

(a) Opinion summaries, headnotes, classification headings for headnotes, and related references must be added to all opinions reported in the Official Reports. All headnotes and summaries must have the style, format, and level of editorial quality reflected in volumes 55 through 61 of California Reports, Fourth Series, and volumes 243 through 247 of California Appellate Reports, Fourth Series. The publisher may propose alternatives to this requirement, but the proposal must provide the State with at least one alternative conforming to the specified style. Samples of any proposed alternative to the summary and headnote style must be included with the proposal, and the advantage to the State and to the public, including the effect on subscriber prices, of any proposed alternative must be stated in detail.

(b) Headnotes for the California Reports, Fifth Series, and California Appellate Reports, Fifth Series, are classified to a former publisher's digest of California decisional law. (For continuing use of the digest's classification system under license, see 2.2.3.)

(c) The publisher must state an intention to continue using the digest classification system described in paragraph (b) or propose alternative sources, methods, or plans for classifying headnotes. Samples must be provided for any alternative source, method, or plan for

classification of headnotes. The publisher must demonstrate the advantage to the State and public of using an alternative source, method, or plan.

(d) To its headnotes, the publisher must append references to such authorities as directed or approved by the Reporter of Decisions, but only in the amount and manner specified and approved by the Reporter of Decisions.

2.3.5 Post-publication revision and correction

(a) The text of opinions and all editorial enhancements to opinions (e.g., tables, summaries, and headnotes) are subject to inspection, revision, and correction by the Reporter of Decisions. This includes the editing described by rule 8.1105(f) of the California Rules of Court.

(b) Where errors of significance are detected after publication of Official Reports bound volumes, whether errors are caused by the publisher, the appellate courts, or the Reporter of Decisions, the publisher must, at the discretion of the Reporter of Decisions and at the publisher's own expense, reprint and reissue the volume in its entirety. The publisher must also promptly reflect such corrections in the computer versions of the Official Reports.

2.4. Print version requirements

2.4.1 Pagination and size of volumes

(a) The publisher must continue to utilize the system of uniform pagination reflected in the current publication of advance pamphlets and bound volumes for the California Reports, Fifth Series, and the California Appellate Reports, Fifth Series. This means that volume and page designations for opinions in the advance pamphlets are retained for the bound volumes, notwithstanding that some opinions in the advance pamphlets may be deleted from the bound volumes in accord with the California Rules of Court, publication practices of the Supreme Court, and directions from the Reporter of Decisions.

(b) The average number of actual opinion pages included in each Official Reports bound volume must be 1,150. The term "actual opinion pages" includes associated classification headings, summaries, and headnotes. Alternatives to the specified average number of actual opinion pages may be proposed by the publisher, but at least one alternative must be based on 1,150 pages. The advantage of utilizing any proposed alternative must be stated.

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

Advance pamphlets; review granted pamphlets

2.4.2 In general; specifications

(a) The publisher must publish advance reports of opinions of the California Supreme Court, Courts of Appeal, Appellate Divisions of the Superior Courts, and Commission on Judicial Performance in combined advance pamphlets entitled “Advance Sheets of the California Official Reports.”

(b) Advance pamphlet material relating to the Supreme Court must appear in the first portion of the pamphlet. Matter relating to the Commission on Judicial Performance and other appellate courts must appear following the Supreme Court matter. Where opinions from two volumes of the California Reports, Fifth Series, and/or the California Appellate Reports, Fifth Series, are published in the same advance pamphlet, a distinguishing border must be printed on the outside of the pages of the opinions from the second volume to facilitate identification and ease of access.

(c) Pagination, typographical style, paper quality, paper weight, and binding for the Official Reports advance pamphlets must conform to 2016 advance pamphlets Nos. 1 to 35. The publisher may propose alternatives to this requirement, but the publication proposal must provide the State with at least one alternative conforming to this requirement. Samples of any proposed alternatives must be included with the proposal, and the advantage to the State and to the public, including the effect on subscriber prices, of any proposed alternative must be stated.

2.4.3 Contents of advance pamphlets

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

(b) Pages of the Official Reports advance pamphlets comprising Court of Appeal material must contain: (i) title page; (ii) multivolume cumulative table of opinions; (iii) opinions of the Courts of Appeal and Appellate Divisions of the Superior Courts certified for publication in whole or in part, with classification headings, summaries, and headnotes prepared by the publisher; (iv) cumulative subsequent history table and derivative tables; and, (v) such other materials as the Supreme Court or Reporter of Decisions may direct to be published.

(c) The publisher has discretion to propose editorial enhancements not specified in paragraphs (a) and (b), and the publisher may also propose deleting enhancements specified in paragraphs (a) and (b). The publisher must state the extent to which including or deleting any enhancement

affects the publisher's statement of prices. The State must have the option of deciding on the inclusion or deletion of any enhancement.

2.4.4 Publication frequency

Official Reports advance pamphlets must be published every 10 calendar days. The publisher may propose alternate publication frequencies, but the publication proposal must provide the State with at least one alternative conforming to publication every 10 calendar days. The advantage to the State and to the public, including the effect on subscriber prices, of an alternative publication frequency must be stated.

2.4.5 Lead-time requirements for advance pamphlets

(a) Unless otherwise directed by the Reporter of Decisions, the publisher must promptly prepare and publish opinions in the order received. (For delivery of opinions, see 2.2.2.)

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

2.4.6 Advance pamphlet printing and distribution; penalty

(a) The publisher must specify where the Official Reports advance pamphlets will be printed. The publisher must also describe the various manufacturing functions to be performed, including staffing arrangements, the facilities in which those functions will be performed, and the type and manufacturer of equipment to be used for the printing and binding of the pamphlets.

(b) Substantially all subscribers must receive Official Reports advance pamphlets within four days of the scheduled date of publication.

(c) Failure to publish and substantially complete distribution of Official Reports advance pamphlets to subscribers within five days of the scheduled date of publication will result in damages to the State and the public that would be difficult to accurately assess. Therefore, as liquidated damages, the publisher shall pay the State \$15,000 on each occasion of late publication or distribution. A delay solely attributable to the United States Postal Service will not cause assessment of the penalty.

2.4.7 “Reprinting for tracking” pamphlets

(a) The publisher must continue the current practice of reprinting for tracking. After the Supreme Court grants review, some published Court of Appeal opinions may be ordered depublished and are no longer regarded as published under rule 8.1105, California Rules of Court, but these opinions must nonetheless remain available in the Official Reports while review is pending. To accomplish this, two pamphlets are issued each year, the first is published in January to cumulate and reprint all opinions for which review was granted, and depublication ordered, and which remain pending as of December 31 of the prior year. The second pamphlet is issued in July of each year. The July pamphlet cumulates and reprints only opinions in which review was granted and depublication ordered between January and June of the current year. Each edition of the pamphlet contains explanatory information and tables as directed by the Reporter of Decisions.

(b) “Reprinting for tracking” pamphlets must be treated as part of the subscription for Official Reports advance pamphlets and not priced or billed as a separate component of the Official Reports. The publisher must, however, under 2.6.1, separately state subscription prices if the review granted pamphlets were not published, and if review granted Court of Appeal opinions were included in the bound volumes of Cal.App.4th, notwithstanding rule 8.1105, California Rules of Court. If including review granted opinions in bound volumes of Cal.App.4th would affect the prices for bound volumes, that effect must also be specified in the publisher’s response under 2.6.1.

Bound volumes

2.4.8 General specifications

Pagination, typographical style, paper quality, paper weight, and binding for bound volumes of the Official Reports must conform to volumes 55 through 61 of California Reports, Fourth Series, volume 1 of California Reports, Fifth Series, volumes 243 through 247 of California Appellate Reports, Fourth Series, and volume 1 California Appellate Reports, Fifth Series. The publisher may propose alternatives to this requirement, but the publication proposal must provide the State with at least one alternative conforming to this requirement. Samples of any proposed alternatives must be included with the proposal, and the advantage to the State and to the public, including the effect on subscriber prices, of any proposed alternative must be stated.

2.4.9 Contents of bound volumes

(a) Bound volumes for the California Reports, Fifth Series, must contain the following: (i) list of contents inside the front cover; (ii) title page; (iii) rosters of judges of the Supreme Court, Courts of Appeal, and Superior Courts; (iv) table of cases; (v) opinions of the Supreme Court with classification headings, summaries, headnotes, and subsequent history entries, if any; (vi) opinions of the Commission on Judicial Performance with classification headings, summaries, headnotes, and subsequent history entries, if any; (vii) memorials, if any; and, (viii) such other materials as the Supreme Court or the Reporter of Decisions may direct to be published.

(b) Bound volumes for the California Appellate Reports, Fifth Series, must contain the equivalent of all items specified in the preceding paragraph, except that the included opinions must be those of the Courts of Appeal and the Appellate Divisions of the Superior Courts, and the roster of judges shall contain the judges of the Courts of Appeal and the Appellate Divisions of the Superior Courts.

(c) The publisher has discretion to propose editorial enhancements not specified in paragraphs (a) and (b), and the publisher may also propose deleting enhancements specified in paragraphs (a) and (b). The publisher must state the extent to which including or deleting any enhancement affects the publisher's statement of prices. The State must have the option of deciding on the inclusion or deletion of any enhancement.

2.4.10 Lead-time requirements for bound volumes

The publisher must publish and deliver bound volumes of the Official Reports within 60 days after delivery of the final opinion page manuscript by the Reporter of Decisions. The term "opinion page manuscript" refers to (i) page proofs of opinions in the advance pamphlets that have been edited and corrected by the Reporter of Decisions, or (ii) computer files of opinions in the advance pamphlets that have been edited and corrected by the Reporter of Decisions.

2.4.11 Penalty for late publication of bound volumes

Failure of the publisher to publish the bound volumes within 75 days from the date the Reporter of Decisions transmits the opinion page manuscript will result in damages to the State and the public that would be difficult to accurately assess. Therefore, as liquidated damages, the publisher must pay the State the amount of \$25,000 on each occasion of late publication.

2.4.12 Availability of back volumes; inventory requirements

(a) The publisher must make available a sufficient number of copies of each bound volume of the Official Reports to supply all demands for six years from the date of publication of each volume. Volumes supplied pursuant to this requirement must be sold at prices no greater than the current applicable price authorized under the contract for publication of the Official Reports in effect at that time.

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

California Style Manual, Fifth Edition

2.4.13 General Specifications

(a) The publisher must assist the Reporter of Decisions in creation and production of the California Style Manual, Fifth Edition. Such assistance shall consist of all editorial, typographic, layout, and graphic design necessary to the production of an independent,

separate print product. The California Style Manual, Fifth Edition, must be produced in both hard copy printed and computer format. The format chosen must be able to support supplements and updates.

- (b) Copyright to the California Style Manual, Fifth Edition, will be held by the State of California but the publisher will be granted an exclusive license to publish and sell the California Style Manual, Fifth Edition, at the price specified in the publisher's response and in accordance with the price adjustment provisions set forth in sections 2.6.2 and 2.6.3.
- (c) The publisher has discretion to propose editorial enhancements to or format for the California Style Manual, Fifth Edition, not specified above.
- (d) The publisher must print and make available for sale a sufficient number of copies of the California Style Manual, Fifth Edition, to supply all demands for 20 years from the date of publication. Volumes supplied pursuant to this requirement must be sold at prices no greater than the current applicable price authorized under the contract for publication of bound volumes of the Official Reports in effect at that time.

2.5. Requirements for computer version of Official Reports

2.5.1 In general

- (a) The publisher must propose at least one computer version of the Official Reports that includes both retrospective coverage and coverage of all opinions filed during the term of the Official Reports publication contract. The term "computer version of the Official Reports" is broadly defined to include any non-paper-based mode, method, or manner of delivering or providing access to opinions. This includes, but is not limited to, any computer-based data storage and retrieval technology, including an on-line commercial legal research service, or any other remote-access computer database.
- (b) Retrospective coverage must include all opinions filed and reported in the Official Reports prior to the effective date of the Official Reports publication contract. This includes California Reports, Fifth Series, California Reports, Fourth Series, California Reports, Third Series, California Reports, Second Series, California Reports (first series), California Appellate Reports, Fifth Series, California Appellate Reports, Fourth Series, California Appellate Reports, Third Series, California Appellate Reports, Second Series, and California Appellate Reports (first series). The publisher must describe how authenticity, accuracy, and conformity to the print version of the Official Reports (or comply with directives by the Reporter of Decisions to deviate from the print version) will be ensured, as of the effective date of the Official Reports publication contract and thereafter.
- (c) Opinions filed and reported in the Official Reports subsequent to the effective date of the Official Reports publication contract must, with reasonable promptness, be made available in a computer version. All editorial requirements and enhancements specified in this RFP must also, with reasonable promptness, be reflected in a computer version, and the publisher must describe

in detail how computer versions of opinions will be processed and made available with reasonable promptness and reflecting all editorial requirements and enhancements.

(d) If the State determines that a computer version is not being provided with reasonable promptness, the publisher must be advised and given a reasonable opportunity to provide computer versions of opinions more promptly before the contract is terminated by the State on that basis. For this provision, “reasonable opportunity” is defined as a period of time not to exceed 60 days.

(e) The publisher must describe in detail the method and manner for providing customer service and assistance, including technical support and assistance, for computer versions of the Official Reports.

2.5.2 Public Access Official Reports Web Site

In addition to the computer version specified in 2.5.1, the publisher must host a Web site of California opinions that will be available to the public at no charge and linked to the California Courts Web Site. This website must include, as of the effective date of the Official Reports publication contract, the official text of opinions from volume 1, California Reports (1850-1851), and volume 1, California Appellate Reports (1905), through and including all subsequent opinions that have published as final versions in the Official Reports bound volumes by that time. Opinions must thereafter be added to the Web site not later than the approximate time final versions of opinions prepared for the Official Reports bound volumes are available. This Web site must have at least the same approximate functionality, authenticity of opinion text, and search/find utilities as the current Public Access Official Reports Web site (see “searchable opinions 1850-present” link on “opinions” page of www.courts.ca.gov/opinions/), but the publisher is encouraged to propose enhancements and improvements to the content and functionality of the current Public Access Official Reports Web Site. These enhancements and improvements should include elements such as Official Reports pagination and headnotes for opinions made available on the Public Access Official Reports Web Site. Enhancements and improvements should also comport with the requirements set forth in the Uniform Electronic Legal Material Act.

2.5.3 Public Access Official Reports Web Site “2.0”

The State is also interested in enhancements to the Public Access Official Reports Web Site. Among these potential enhancements are:

- Delivery of final versions of opinions in machine-readable form (i.e., XML or JSON) and affording the ability to download opinions in bulk
- Revision of terms and conditions for usage of the Public Access Official Reports Web site to conform to the Uniform Electronic Legal Material Act
- Inclusion of a Uniform Resource Identifier for each opinion
- Enhanced browse and search capability to include browsing by date range or by court

2.6. Publication Pricing

2.6.1 Comprehensive statement of prices

The publisher must provide a comprehensive statement of prices for print and computer versions of the Official Reports. Shipping and handling charges must be included in the statement of prices. For computer versions, prices must be provided only for products consisting solely of the Official Reports. In stating prices, the publisher must make no distinction between public and private sector subscribers. (See also 2.4.7(b).)

2.6.2 Price adjustment requirement

(a) Prices charged for the print version of the Official Reports will be subject to annual adjustment, upward or downward, in accord with price indexes published by the United States Department of Labor, Bureau of Labor Statistics. The publisher must specify the particular index on which it will rely. The publisher may propose alternative methods for determining price adjustments, but the proposal must provide the State with at least one alternative using a relevant index published by the Bureau of Labor Statistics. No change in price may be made without prior written consent by the Reporter of Decisions on behalf of the State.

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

2.6.3 Discretion to charge lower prices

(a) The statement of prices, as subject to adjustments under 2.6.2, will not prohibit the publisher from voluntarily charging lower prices, nor does the statement of prices prohibit the publisher from including the Official Reports in any cooperative purchasing plans or agreements with subscribers. The Official Reports may also be included in promotional discounts, discounts resulting from “bundling” the Official Reports with other products or services, and any other pricing concessions resulting in prices lower than those otherwise required by the statement of prices.

(b) If the publisher voluntarily charges prices lower than those required by the statement of prices, as subject to adjustments under 2.6.2, the publisher must, in doing so, treat public sector subscribers at least as favorably as private sector subscribers in like circumstances.

2.6.4 Complimentary subscriptions

The publisher may propose providing to the Supreme Court and Courts of Appeal up to 120 complimentary print version subscriptions to the Official Reports as well as up to 120 complimentary copies of the California Style Manual, Fifth Edition.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	March 27, 2017
Deadline for questions to solicitations@jud.ca.gov	April 7, 2017, by no later than 5:00 pm Pacific Time
Questions and answers posted	April 10, 2017
Latest date and time proposal may be submitted	April 21, 2017, by no later than 5:00 pm Pacific Time
Evaluation of proposals (<i>estimate only</i>)	April 21, 2017, to May 5, 2017
Notice of Intent to Award (<i>estimate only</i>)	May 5, 2017
Negotiations and execution of contract (<i>estimate only</i>)	May 19, 2017, to May 31, 2017
Contract start date (<i>estimate only</i>)	July 1, 2017
Contract end date (<i>estimate only and subject to extension by options to renew</i>)	June 30, 2019

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a JBE 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.
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: Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 7: DVBE Declaration	This form needs to be signed by the Proposer if the Vendor is participating in the DVBE incentive and submitted with the proposal.
Attachment 8: Bidder Declaration	This form needs to be signed by the Proposer if the Vendor is participating in the DVBE incentive and submitted with the proposal.

5.0 PAYMENT INFORMATION

This is a zero-dollar agreement subject to the applicable terms and conditions of the contract. The Proposer must agree to this requirement.

6.0 SUBMISSIONS OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below as well as the requirements set out above in section 2.1.3. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal accordingly.

- a. The Proposer must submit **one (1) original and two (2) copies** of the proposal. The original must be signed by an authorized representative of the Proposer. The proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- b. The Proposer must also submit an electronic version of the entire proposal on USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.

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

**Judicial Council of California
Attn.: Lenore Fraga-Roberts
RFP-Supreme-032717-Official Reports-WV
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102**

- 6.4 Late proposals will not be accepted.
- 6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

- 7.1 The Proposal. The following information must be included in the 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.
 - d. Names, addresses, and telephone numbers of a minimum of one (1) client for whom the Proposer has conducted similar services, not including the JBE. The JBE may check references listed by the Proposer.
 - e. Proposed method to complete the work.
 - f. Publication Pricing. The publisher must include pricing for the listed products, which uses the Supreme Court's case law, described in Section 2.6 of this RFP, including but not limited to, Official Reports advance pamphlets, bound volumes, computer versions, subscription services, and online services.
 - g. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the

required additional materials. An “exception” includes any addition, deletion, or other modification.

- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- h. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), the Proposer must provide satisfactory proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, the Proposer must provide satisfactory proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, the Proposer must provide satisfactory proof that Contractor is in good standing in its home jurisdiction.
 - iv. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

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

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

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

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of the proposal submitted including publication pricing</i>	40
<i>Experience on similar assignments</i>	20
<i>Acceptance of the Terms and Conditions</i>	17
<i>Ability to meet timing requirements to complete the project</i>	20
<i>Disabled Veterans Business Enterprise Incentive</i>	3

10.0 INTERVIEWS

The JBE may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the JBE’s offices. The JBE will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JBE will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will 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 JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- a. Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- b. 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 9 above.
- c. 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").
- d. If Proposer wishes to seek the DVBE incentive:
- e. Proposer must submit with its proposal a DVBE Declaration (Attachment 7) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- f. Proposer must complete and submit with its proposal the Bidder's Declaration (Attachment 8). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- g. 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.
- h. 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.

13.0 PROTESTS

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

Judicial Council of California – Branch Accounting and Procurement
Attn: Protest Officer
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

(Indicate Solicitation Number and Name of Your Firm on lower left corner of envelope.)