

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

Electronic Signature Initiative

PROPOSALS DUE:

November 17, 2017 NO LATER THAN *4:00*P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

The Judicial Council of California (JCC) seeks an e-Signature software solution to service the needs of the Judicial Council of California, Superior Courts, Appellate Courts, the Supreme Court, and other Judicial Branch Entities (JBE)(Individually, “Participating JBE”) that elects to engage Contractor for such services.

Contractor shall provide an e-Signature on-premises physical or virtual appliance or an e-Signature SaaS environment that is accessible by the Participating JBE that will enable electronic signatures according to the mandatory technical and business requirements provided below. The e-Signature application administration will be managed by the Participating JBE for each of their respective installation choices. The SaaS solution infrastructure is the responsibility of the Contractor and will be available as per the agreed upon Service Level Agreements (SLAs).

2.0 DESCRIPTION OF GOODS AND/OR SERVICES

The JCC seeks electronic signature solutions (SaaS and On-Premise versions) that may be elected by a participating JBE, which meet the following specifications:

Mandatory Technical Requirements

1. LOCATION OF WORK

For the On-Premises e-signature solution, all work will be performed at the Participating JBE locations. For the SaaS e-Signature cloud solution, all work, appliance, hardware, software, and data must be isolated/stored within the United States.

2. PERIOD OF PERFORMANCE

Licensing will be reviewed and renewed annually based on terms set forth in the contract.

3. DELIVERABLES SCHEDULE

Within 30 days of an executed Participation Addendum with a Participating JBE, Contractor shall make available the e-signature solution that was selected for use by the Participating JBE. Contractor shall provide complete installation guides for the on-premises e-signature solution and shall provide availability of installation support staff. For the SaaS e-signature solution, Contractor shall install, configure, and make available the SaaS e-signature solution with the Participating JBE ensuring the appropriate changes necessary to allow connectivity and integration with the SaaS e-Signature solution.

4. e-Signature Solution Mandatory Technical Requirements

Product Deployment Options:

- On-Premises Version(s)
- SaaS Cloud solution with all data being isolated/stored within the United States
- The solution shall be delivered and used entirely through a computer web browser, or mobile app
- The solution shall not require any plugins or third party browser add-ons
- The solution shall be compatible with the major web browsers:
 - Microsoft Edge
 - Microsoft Internet Explorer
 - Mozilla Firefox
 - Apple Safari
 - Google Chrome

Audit Log and History:

- Audit log must show the entire history of a document, including uploading, adding elements, viewing, signing, and who took each of these actions. The audit log tracks metadata associated with each of these actions, including information about the authenticated user, the date, the IP address, and which platform was used (web, iOS, Android). The audit log should be viewable directly with the app or should have the option to be appended to the PDF document through a Download and History feature.
- The application should have the ability to add two-factor authentication to any document sent for signature. This allows the document custodian to set an individual password for some or all of invited signers and then transmit that password to each signer independent of the software solution.

User Authentication:

- The solution shall support local stand-alone accounts without integration with Active Directory and/or Lightweight Directory Access Protocol (LDAP) system(s)
- The solution shall support integration with Microsoft Active Directory in order for signing-initiators and internal-signers to use their Active Directory credentials
- The solution shall be capable of integrating with other LDAP compliant credentialing systems
- The solution shall be capable of integrating with Microsoft Office 365 and/or Microsoft Azure for purposes of using unified credentials

Application Programming Interface (API):

- The solution shall have a mature API capable of being used by other API-capable systems
- The solution shall support an API interface with Hyland OnBase Document Management

System and ImageSoft electronic filing system

- The API in both the on-premises and cloud versions shall include the exact same feature sets to ensure programming and interfacing consistencies with third-party systems.

Security and Hygiene:

- Protect against ransomware and phishing
- Support data encryption while in transit and at rest
- Client to product communication should support both HTTPS (SSL) and HTTP protocols

Mobile App Features and Functionality:

- Cloud and on-premises versions to use the same mobile app
- IOS and Android apps
- Ability to login with Touch ID on IOS
- Provide list of supported mobile devices and mobile operating systems
- Ability to edit documents without sending
- Ability to create and manage templates
- Ability to upload documents from OneDrive, Google
- Ability to use the same or different signatures on both the mobile app and web-browser by virtue of a sync or upload/download feature for signatures

5. e-Signature Solution Mandatory Business Requirements

Product Usability Features:

- Templates: This would allow for a single document to be uploaded and created as a template, so that future signings can be more quickly distributed with the exact same document.
- Signing URL's: This functionality would include the ability for a single document to be uploaded, and have unlimited signings occur through a unique URL generated specifically for the one document.
- Search capabilities: This would allow for searching for a particular document or signing – typically used for those who are initiating or signing many documents often, and are in need of searching for a specific document.
- Ability to insert required and non-required fields: This would allow for one or multiple fields to be placed throughout a document, with each field being identified as mandatory or optional.
- Selections on what occurs and who should receive the document(s) after the completion of a

signing workflow: This functionality would include options on what occurs after the signing workflow has been completed, such as whether or not the completed document and/or attachments should be emailed to everyone involved in the signing or not, and therefore be accessible by only the signing initiator.

- Password protected signing: This would allow for a password to be assigned and required to be entered by the signer when attempting to sign or interact with a signing workflow.
- Unique Signatures for Each Signer: When a document is sent to a signer for signature, the application should invite the signer to create a unique signature that is attributable to that signer.
- Signature options include typing in a name and selecting among various automatically created e-signature styles and fonts, hand written digital ink signature using a finger, mouse, stylus or smart pen, or uploading an e-signature graphic.
- Multiple signers with workflow options allowing for simultaneous and/or consecutive signings to occur and in a specified order.
- Each signing workflow should allow specified signers to be replaced, removed or reminded to accommodate varying circumstances

6. e-Signature Solution Additional Preferred Features (Non-Mandatory; based on scoring)

Product Deployment Options:

- A responsive web page if the mobile OS and or Web Browser incompatibility error is encountered by the signer.
- Allowed customer migratory path when going from On-Premises Version to SaaS Cloud solution or from SaaS Cloud to On-Premises Version. This would allow for a judicial branch entity to change to using the SaaS version from the on-premises version without paying CAPEX or being setup as a new customer again.
- Technical migratory path when going from On-Premises Version to SaaS Cloud solution or from SaaS Cloud to On-Premises Version.

Integrations:

- Microsoft Office 365
- Microsoft Office (e.g. Word)
- Microsoft SharePoint
- Microsoft Dynamics

- Microsoft Windows (printer/driver)
Product Usability Features:
- Merge documents: This functionality would include the ability to combine or merge multiple documents into a single PDF document from within the signing product.
- Groups/teams: This would allow for signing initiators to be in groups or teams, and allow for interception or takeover of signing workflows from another individual.
- Automatic detection of signature and other fields: This functionality helps expedite the placement of fields in a document that has been uploaded by automatically detecting certain types of boxes, lines for signatures or areas that require typical user interaction and then automatically placing the correct type of electronic input field accordingly.
- Option to allow or prevent the forwarding of signing workflows to a different signer: This feature would allow or prevent signing workflows sent to one individual to be forwarded to someone else for signing/completion.
- Custom branding to allow use for various logos by JBEs in place of the Contractor's logo for dashboard, or when internal and external customers receive a document, they will see the JBE's desired logo instead of Contractor's logo.

7. EQUIPMENTANDCONNECTIVITY

- A. Within30daysofexecutingaParticipation AddendumwithaParticipating JBE and throughout the term of the Participation Addendum, Contractor will, at no cost to the JCC or Participating JBE provide, install, connect, activate, and support both, the on-premises virtual or physical appliance, or the SaaS environment. For the SaaS environment, Contractor shall maintain all applicable equipment/software and means of connectivity necessary to enable the Participating JBE to utilize their SaaS e-signature environment.
- B. Contractor will assist in the installation, connectivity, and activation of each On-Premises physical or virtual appliance or will install, assist in connectivity, and activation of each SaaS subscription.
- C. The Participating JBE will allow reasonable access during normal operating hours, but without disrupting business operations, for physical or virtual appliance installation, maintenance, or for audit purposes.
- D. The Participating JBE may not alter or modify the physical or virtual appliance provided by Contractor without Contractor's prior written consent.
- E. Atnocostto the Participating JBE, Contractorwill providenecessaryandappropriate training and instructional manuals for the Equipment/Software to technical staff, judicial officers and court staff.

- F.** Within three days of the Participating JBE request, Contractor will install, connect, and activate additional user seats.
- G.** Contractor will provide support within agreed upon service levels with notice from the Participating JBE for outage or partial outage for any defective e-signature virtual or physical component for either the on-premises solution or the SaaS solution.

8. INSTALLATION, ADMINISTRATION AND COORDINATION

Within 30 days of executing a Participation Addendum and throughout the term of the Participation Addendum, Contractor will provide to the Participating JBE, the On-Premises physical or virtual appliance or SaaS subscription, administration, coordination and all other necessary services to enable parties to utilize the e-Signature local or SaaS solution.

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	<i>October 18, 2017</i>
Deadline for questions to solicitations@jud.ca.gov	<i>October 25, 2017 2:00 p.m. PST</i>
Questions and answers posted (estimate only)	<i>October 31, 2017</i>
Latest date and time proposal may be submitted	<i>November 17, 2017 4:00 p.m. PST</i>
Evaluation of technical proposal (estimate only)	<i>November 20-November 30 2017</i>
Public opening of cost portion of proposals	<i>December 6, 2017</i>
Notice of Intent to Award (estimate only)	<i>December 13, 2017</i>
Contract start date (estimate only)	<i>February 1, 2018</i>
Contract end date (estimate only and subject to applicable option terms)	<i>January 31, 2021</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and 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 this 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: DVBE Participation Form	The Proposer must complete this form and submit it with their proposal <u>only</u> if Proposer wishes to qualify for the DVE incentive.
Attachment 7: Bidder DVBE- Declaration	The Proposer must complete this form <u>only</u> if it wishes to claim the DVBE incentive associated with this solicitation.
Attachment 8: Small Business Declaration	The Proposer must complete this form <u>only</u> if it wishes to claim the small business preference associated with this solicitation.
Attachment 9: Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 10: Mandatory Requirements and Evaluation Criteria	Technical requirements, optional functionality features, and Scoring Matrix
Attachment 10.1: Pricing Sheet Submittal Form	The Proposer must complete the required Attachment 10.1, Pricing Sheet Submittal Form.

SECTIONS 5.0 AND 6.0 ARE INTENTIONALLY OMITTED.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. 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.
- 7.2 The Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.
- a. The Proposer must submit **one (1) original and two (2) copies** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and two (2) copies** of the cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the JBE in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. The Proposer must submit an electronic version of the entire proposal on USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.
- 7.3 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, Bid Desk
(Indicate Solicitation Number)
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

- 7.4 Late proposals will not be accepted.
- 7.5 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.

8.0 PROPOSAL CONTENTS

8.1 Non-Cost Portion. The following information must be included in the non-cost portion of 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.
- 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. Names, addresses, and telephone numbers of a minimum of two(2) clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.
- d. 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 (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- e. 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. If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), 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, 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, proof that Contractor is in good standing in its home jurisdiction.

- iii. Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other relevant credentials.

8.2 Cost Portion. The following information must be included in the costportion of the proposal.

IT Goods and Services:

- i. A detailed line item budget showing total cost as outlined in Attachment 10 including a grand total of the proposed goods and 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 JBE reserves the right to negotiate extensions to this period.

10.0 EVALUATION CRITERIA

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0 of this RFP at the JBE's San Francisco office. The exact location will be announced at a later date.

The JCC will evaluate the proposals on a 100 point scale using the criteria set forth in Attachment 10. 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>.

11.0 INTERVIEWS AND LIVE DEMONSTRATION

The JBE may conduct interviews and/or live demonstrations with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview and/or live demonstration may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the JBE's offices at a date and time to be determined. The JBE will not reimburse Proposers for any costs incurred in traveling to or from the interview and/or live demonstration location. The JBE will notify eligible Proposers regarding interview or live demonstration arrangements.

12.0 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.

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

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

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

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

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 SMALL BUSINESS PREFERENCE

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

Eligibility for and application of the small business preference is governed by the JBE’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

JBE'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.

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.

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

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 JBE may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

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 MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

15.0 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.)