



# **Judicial Council of California Judicial Branch Capital Program Office**

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## **Request for Insurance Brokerage Services**

The Judicial Council of California Capital Program office seeks to engage an insurance brokerage firm qualified to provide services in the analysis, brokerage and implementation of property and liability insurance programs which may be from time to time required by Judicial Branch Entities.

RFP# JBCP-2015-05-JMG

# Request for Insurance Brokerage Services

## 1.0 BACKGROUND INFORMATION

The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the primary policy making body of the California judicial branch. The Risk and Quality Compliance Unit is part of the Capital Program office, which is the staff division of the Judicial Council responsible for the planning, design, construction, and risk management of court facilities for the trial and appellate courts of California.

## 2.0 PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The Judicial Council seeks proposals (“Proposal(s)”) to contract with a single insurance brokerage firm, led by an experienced account manager based in California (“Broker” or “Contractor”), to provide expertise, consultation and solicitation for property and liability insurance as may, from time to time, be needed by the Judicial Council [and/or] [for the benefit of] the Supreme Court, Court(s) of Appeal, or Superior Court(s), (all, collectively “Judicial Branch Entities” “JBE(s)”) of the State of California. Brokerage services may be sought for any or all of the specific types (“Line(s)”) of insurance policies listed in the Price Proposal Submission Form posted to the RFP website which can be found at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm) under RFP Number JBCP-2015-05-JMG. (the “RFP Website”).

This RFP establishes the means for prospective insurance brokers to submit their qualifications and pricing for the Services, and the method by which the Proposals will be graded and an award made.

The legal agreement (“Legal Agreement” or “Agreement”) that the Judicial Council will use to contract for the Services has been published as a separate document at the web posting of this RFP. The Legal Agreement will have a term of three (3) years, with a start date of July 1, 2015 and end date of June 30, 2018.

## 3.0 SCOPE OF SERVICES

The Judicial Council shall have no obligation to purchase insurance of any type or in any amount during the term of the Agreement.

Upon award and execution of the Agreement, the selected insurance broker (“Broker”) will provide, on an as-needed basis, when and as directed by the Judicial Council’s designated Project Manager (“Project Manager”), any or all of the following consulting and brokerage Services (“Services”). Services must be provided for all of the various Lines of insurance specified in the Price Proposal Submission Form.

### 3.1 Development of Conceptual Insurance Program:

When requested by the Judicial Council's Project Manager, the Broker will participate in and/or perform detailed program design for a designated Line of insurance, to include:

- Recommend terms and conditions for each Line of insurance coverage to be provided within the program that, with respect to liability coverage, are consistent with California Government Code sections 810 through 995 and California Rule of Court rule 10.810;
- Recommend levels of retained risk to be considered by the Judicial Council or other JBEs;
- Recommend insurance markets that are best able to provide the insurance required;
- Provide a conceptual analysis of the cost of each Line of insurance for which coverage may be sought.
- Develop and deliver a written report analyzing exposure data provided by the Judicial Council and discussing issues and appropriate coverage and limits of liability to effectively treat such exposure.
- Develop and deliver a list identifying insurers and reinsurers with a proven ability to insure public entities, including potential risk retention pools, and that have the capability to meet the Judicial Council's solvency, service and loss control requirements, and that meet all requirements with respect to liability coverage that are consistent with California Government Code Sections 810 through 995, and California Rule of Law 10.810.
- If requested, make introductions and set up meetings with potential underwriters.

### **3.2 Development of Program Implementation Plan:**

The Broker will prepare, in consultation with the Judicial Council's Project Manager and other Judicial Council staff, a detailed implementation plan for each Line of insurance for which coverage may be sought, to include:

- Develop specifications for terms and conditions of each Line of insurance that may be included in the program;
- Survey potential insurance underwriters to determine market receptivity to the program as designed;
- Prepare a final report concerning the feasibility, potential cost and administrative requirements of the Line of insurance.

### **3.3 Program Implementation and Solicitations:**

Should the Judicial Council's Project Manager authorize Broker to explore the possible purchase of a specific Line of insurance, Broker will provide all services necessary to solicit and bind the insurance, including but not limited to:

- Develop and deliver a report for each Line of insurance that describes the relevant insurance market, as directed by the Judicial Council, the

Judicial Council's and/or JBEs' requirements and priorities, with respect to the following :

- Overall insurance goals of the Judicial Council
  - Insurance coverage scope and limits required
  - Insurer service requirements
  - Cash flow considerations
  - Risk assumption philosophy of the Judicial Council
  - Compliance with respect to liability coverage that is consistent with California Government Code Sections 810 through 995, and California Rule of Law 10.810
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- If deemed appropriate and requested by the Judicial Council's Project Manager, develop and deliver a list of any excess or surplus Lines, insurance companies, brokers, or reinsurance intermediaries that may be used in making the solicitation for insurance or reinsurance.
  - Prepare and provide written documents detailing the final underwriting submissions and market insurance coverage for the Line(s) of insurance the Judicial Council desires be solicited for possible purchase.
  - Using specifications agreed to by the Judicial Council's Project Manager, solicit and receive competitive policy proposals ("Policy Proposals") from at least three (3) different qualified insurers for each Line of insurance solicited.
  - Assist the Judicial Council in the analysis and evaluation of the Policy Proposals received for each Line of insurance, including comprehensively analyzing insurance and reinsurance proposals received with respect to compliance with Judicial Council's and/or JBEs' solicited requirements and other topics as requested by the Judicial Council's Project Manager. Topics may include, but are not limited to present value and cash flow analysis, and compliance with respect to liability coverage that is consistent with California Government Code Sections 810 through 995, and California Rule of Law 10.810.
  - Broker shall not participate in the actual scoring of Policy Proposals or make the final decision regarding the insurance policy to be purchased.
  - Should the Judicial Council's Project Manager authorize binding of the Line of insurance, the Project Manager shall provide the Broker with a written instruction to bind the insurance for the Judicial Council or JBE;
  - With the exceptions of making offers, binding Lines of insurance and invoicing and accepting payment on behalf of insurers, Broker shall not be an agent for any insurer, or represent, or have the authority to make any other binding commitments on behalf of any insurer.
  - Subject to written instructions from the Judicial Council's Project Manager, Broker shall bind insurance and provide timely documentation and delivery of insurance and reinsurance contract documents, upon receipt of the insurance policies and contracts from insurers and reinsurers.

### 3.4 **Program Administration:**

The Broker will provide ongoing administration for each Line of insurance actually purchased, including:

- Prior to payment by the Judicial Council, Broker shall review insurance and reinsurance policies purchased and subsequent endorsements upon receipt to verify conformance with specifications issued in the solicitation made by the Broker.
- Payment for any insurance bound will be made directly to the Broker by the Judicial Council. Broker will invoice the Judicial Council in accordance with the provisions of the Legal Agreement, Exhibit C.
- Broker is responsible for making timely payment of the insurance premiums to the applicable insurer or reinsurer.
- Provide certificates of insurance on coverage placed by Broker as needed by the Judicial Council or JBEs to satisfy government entities (including county government), lessors, regulators and other parties.
- Maintain a program management information system acceptable to the Judicial Council's Project Manager that includes each of the following metrics:
  - insurance program coverage specifications and limits of liability;
  - insurance policy register, including premium basis, and minimum premium requirements, if any;
  - register of certificates of insurance by Line of coverage and total program.

### 3.5 **Risk Control and Claims Services:**

The Broker will provide, in coordination with the Judicial Council's Project Manager, claims management services to include:

- Assist in claims investigations, claims administration, , and loss mitigation programs e.g. claim reserve analysis;
- Provide loss control consultations for areas of concern as expressed by either the Judicial Council and/or other Judicial Branch Entities.
- Act as liaison/advocate between the insurance company and the Capital Program office as appropriate.
- Submit claims to insurers and re-insurers as appropriate.

### 3.6 **Additional Background:**

Additional information regarding Lines of insurance currently being purchased is provided in Exhibit A.

### 3.7 **Accuracy of Information:**

The Judicial Council's obligations with regard to the accuracy of information furnished to Broker / Contractor are specified in Exhibit B, Article 4 of the Legal Agreement.

#### **4.0 SPECIFICS OF A RESPONSIVE PROPOSAL**

Prospective Brokers are required to submit their Proposals in accordance with the directions provided in this RFP, and in the format specified in this RFP, without modifications or additions, in order that the Proposals of different proposers may be compared on the same basis. Failure to provide the Proposal in the formats specified and according to the instructions given in this RFP may cause your Proposal to be disqualified for consideration for an award. If you have any question regarding the Proposal, the Legal Agreement, or Proposal Materials required, it must be raised using the Question and Answer procedure described in section 6.3 below.

All prospective Brokers are hereby apprised that their Proposal shall constitute an irrevocable offer subject to acceptance by the Judicial Council at any time within the ninety (90) days period following the Proposal due date, as established by the RFP Project Schedule posted to the RFP Website.

##### **4.1 Information Requested:**

Proposals should clearly and accurately demonstrate the Broker's specialized knowledge, experience, and qualifications necessary for consideration for an award. Responsive Proposals will provide straightforward, concise information that satisfies the requirements of this RFP. Expensive bindings, color displays, and the like are not necessary. Emphasis should be placed on brevity, conformity to instructions, completeness, and clarity of content.

The following information must be provided in order for a Proposal to be deemed responsive and to receive consideration for an award. All of the following must be provided as specified below. The fillable forms you must use to provide your Proposal have been posted to the RFP Website.

##### **4.1.1 Organization Background and Experience**

Provide your responses to this requirement by completing and providing Section A, "Organization Background and Experience" of the posted Proposal Submission Form.

##### **4.1.2 Technical Proposal**

Provide your responses to this requirement by completing and providing Section B, "Technical Proposal" of the posted Proposal Submission Form.

##### **4.1.3 Price Proposal**

Provide your proposed prices by completing and providing the Price Proposal Submission Form posted to the RFP Website.

Price Proposals provided in any format that differs in any respect to the prescribed format may result in the disqualification of your Proposal from consideration for an award.

Provide brokerage percentage fee for all Lines when submitting your Proposal. If your organization cannot provide brokerage services for all Lines requested, do not submit a Proposal. The Judicial Council only wishes to contract with a Broker that can

provide Services for **all** of the Lines of insurance specified on the Price Proposal Submission Form.

#### 4.1.4 Delinquent Taxpayer Status

Determine whether your organization listed on either of the lists that may be found at the following internet links:

[www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](http://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml)

[www.boe.ca.gov/cgi-bin/delig.cgi](http://www.boe.ca.gov/cgi-bin/delig.cgi)

If your organization is listed on either list, provide a written and signed document identifying the list on which your organization is listed.

#### 4.1.5 Additional Certifications, Attachments, and Requirements.

The Judicial Council requires that certain additional certifications, attachments, and forms be completed and provided as part of your Proposal. These include:

- a. A signed original document, executed by a properly authorized individual from Broker's organization, of the General Certifications Form posted to the RFP Website.
- b. A completed and signed original of the Iran Contracting Act Certification Form that has been posted to the RFP Website.
- c. A completed and signed original of the "Payee Data Record Form" posted to the RFP Website. The Payee Data Record Form must be completed in the exact legal name under which you are making your Proposal and which will identify you as a party in the Legal Agreement with the Judicial Council.
- d. A completed and signed original of the Darfur Contracting Act Certification Form that has been posted to the RFP Website.

#### 4.2 **Proposal Materials and Submission of Proposal Materials:**

A complete proposal ("Proposal Materials") must be submitted as follows and shall contain the following:

- 4.2.1 Provide four (4) separate printed and bound copies of the materials requested in sections 4.1.1 and 4.1.2 of this RFP, separating the Organization Background and Experience and Technical Proposal sections with tabs. Label the front of this document with the name of your organization and the words "Organization Background and Technical Proposal - JBCP-2015-05-JMG".
- 4.2.2 Provide one (1) separate sealed envelope with a copy of the materials requested in section 4.1.3 of this RFP. Label this envelope with the name of your organization and the words "Price Proposal - JBCP-2015-05-JMG".
- 4.2.3 In a separate sealed envelope, labeled with the name of your organization and the words "Complete Proposal and Proposal Disks - JBCP -2015-05-JMG " provide:

- (1) One printed and bound copy of the materials specified in sections 4.1.1. and 4.1.2.
- (2) One printed copy of your Price Proposal Submission Form as specified in section 4.1.3.
- (3) Printed documents (including signed originals) as specified in section 4.1.5.
- (4) If applicable, a printed copy of either or both of the documents requested in section 4.1.4
- (5) A single disk bearing a single PDF file composed of a scan of all of the documents specified in the sections 4.1.1 through and including section 4.1.5.

4.2.4 No other information or materials are requested, and any received will be discarded without evaluation.

4.2.5 The due date and time deadline for the submission of Proposal Materials can be found in the most recently published version of the RFP Project Schedule posted to the RFP Website.

4.2.6 Proposal Materials received after the due date and time deadline will not be evaluated or considered for an award.

4.2.7 Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective Broker's choice, or by hand delivery to the Judicial Council.

4.2.8 E-mail or fax submissions are not acceptable.

4.2.9 Proposal Materials must be submitted to:

Judicial Council of California  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

*(Indicate "RFP Number JBCP-2015-05-JMG" and Name of Your Organization at lower left corner of outer packing of your Proposal)*

4.2.10 If Proposal Materials are to be submitted by hand delivery to the Judicial Council, it must be submitted at the reception desk of the Judicial Council on the 6th floor, 455 Golden Gate Avenue, San Francisco, CA 94102, not later than the time specified on the due date for Proposals as established by the most recent RFP Project Schedule posted to the RFP Website. This desk is open between the hours of 9 AM and 5 PM, Monday through Friday, Judicial Council business days. Prospective Brokers are advised to obtain a handwritten receipt for their Proposal from the Judicial Council receptionist when submitting in this manner. Submissions made at other Judicial Council locations or in any other manner will not be evaluated.

4.2.11 With the exception of the handwritten receipts furnished for Proposal Materials delivered by hand, the Judicial Council does not provide acknowledgement of receipt of Proposals. Please refrain from contacting the Judicial Council for this information and consult your delivery service for this information.



4.2.12 Except as otherwise provided in this RFP, prior to the Judicial Council's posting to the RFP Website of the final scoring and final ranking of the Proposals, prospective Brokers shall not discuss or provide to any Judicial Council employee, agent or contractor, or cause or allow any third party to provide to any Judicial Council employee, contractor or agent, any information regarding Broker's Proposal.

## 5.0 **COMPENSATION:**

Compensation shall be provided pursuant to the Legal Agreement and shall be as follows:

- 5.1 The total amount of compensation ("Total Compensation") due Broker when a Line of insurance is purchased (i.e. when the Project Manager issues Binding Instructions for that Line) is equal to the percentage fee proposed by Broker in the Price Proposal Submission Form multiplied by the Actual Cost of that individual Line of insurance.
- 5.2 Broker will, for each Line of insurance that is purchased, provide the Judicial Council an original written quotation from the insurance company, reinsurance company, or insurance intermediary from or through whom the Broker will be paying for the insurance. This quotation must show the amount actually charged by the company from whom Broker is purchasing the insurance (the "Actual Cost"), as well as the amount(s) of any discount(s) or any other form of deduction(s) ("Discount(s)") against the insurance price allowed Broker, any Commission(s) due Broker, and the net price ("Net Price"), which is the amount that will actually be paid by Broker for the insurance.
- 5.3 If and when applicable, Broker will provide a written accounting disclosing the amount(s), nature, and sources of any Commission(s) other than the Commission(s) disclosed per Section 5.2 above. This accounting will be provided to the Project Manager.
- 5.4 Commission ("Commission") means and includes compensation, in any form, received or to be received by the Broker, Broker's parent organization, or any of its employees or agents from any party as a direct or indirect consequence of the Judicial Council's purchase of insurance, regardless of when received, and including, but not limited to, compensation customarily referred to as "contingent commission."
- 5.5 If Broker or any of its employees or agents receives a Commission other than the Commission declared in accordance with section 5.2 above, the amount of that Commission owed the Judicial Council shall be in direct proportion to the degree to which the Judicial Council's purchase of the insurance is responsible for the Commission. (e.g., if the Commission received was based on Broker obtaining sales of \$1,000,000 in insurance and the Judicial Council or JBEs insurance purchase was \$100,000, the proportion of that Commission owed the Judicial Council is  $\$100,000 / \$1,000,000$ , or, 10%.
- 5.6 Broker shall invoice the Judicial Council for the Net Price of the insurance.
- 5.7 If the Total Compensation due Broker resulting from the purchase of a Line of insurance is less than the total of any Discount(s) and Commission(s), Broker shall separately invoice the Judicial Council for the difference between the Total Compensation due plus any Commissions plus Discount(s) allowed.

- 5.8 If the Total Compensation due Broker resulting from the purchase of a Line of insurance is greater than the total of any Discount(s) and Commission(s), Broker shall, at the Project Manager's written direction, either remit the difference between the Total Compensation due and any Commissions plus Discount(s) allowed to the Judicial Council or apply the difference as a credit against the Judicial Council's purchase of other Lines of insurance then pending.
- 5.9 The project managers of the respective parties shall be responsible for the retention of all records pertaining to insurance purchases under this Agreement, and for maintaining an accurate and up to date accounting of the amounts to be paid to and by the Judicial Council under this Agreement. The Judicial Council's Project Manager and the Judicial Branch Capital Program office shall be responsible for retaining the Judicial Council's records..
- 5.10 Broker shall provide the Project Manager with a notification when the Broker has remitted to an insurance company the premium (i.e. Net Price) due for a Line of insurance purchased..

## **6 INITIAL RFP PROCESS:**

- 6.1 The Judicial Council may modify, supplement or delete any element of this RFP, including the RFP Project Schedule, at any time, and without notice other than a modification to the RFP Website posting pertaining to this RFP. Prospective Brokers are urged and advised to consult the RFP Website frequently to remain apprised of any such changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Broker and not the Judicial Council.
- 6.2 A teleconference will be held on the date specified in the RFP Project Schedule to explain and answer preliminary questions regarding this RFP. A verbal Question and Answer session will be conducted at this teleconference. Do not submit written questions prior to this teleconference. The Judicial Council representatives present shall make a good faith attempt to answer any questions raised at the teleconference, however, due to the nature of this forum the answers provided verbally by the Judicial Council shall not be binding upon the Judicial Council unless a prospective Broker follows up with a written question via the written Questions and Answers procedure of this RFP, which is described immediately below.
- 6.3 Following the teleconference prospective Brokers may, if they wish, submit written questions regarding this RFP to the Judicial Council via e-mail, which must be sent to [capitalprogramsolicitations@jud.ca.gov](mailto:capitalprogramsolicitations@jud.ca.gov) .
- Include the notation "RFP Number JBCP-2015-05-JMG" in the subject line of your email.
- 6.4 Any questions with regard to this RFP must be made via the written submission of questions, as provided above. If in response to the questions submitted the Judicial Council deems it necessary, changes to this RFP, and an altered version will be posted to the RFP Website prior to the due date for Proposals.
- 6.5 An MS Word editable copy of the Legal Agreement has been posted to the RFP Website. If a Broker objects to any provision of the Legal Agreement, Broker must submit an edited redline copy of the Legal Agreement to the Judicial Council providing

alternative proposed legal language. The edited redline copy must be submitted in the same manner and at the same time that questions are to be submitted. Provide explanations of the rationale for your alternative proposed language in Comments balloons inserted beside your proposed modifications in the document.

- 6.6 The Judicial Council will review requests for modifications, and if it deems any to be appropriate, will post a modified version of the Legal Agreement reflecting such changes.
- 6.7 The Judicial Council anticipates that it will make no changes to the Legal Agreement other than, e.g., changes required by law or regulation. Brokers should submit their Proposals (including Technical and Price Proposals) based on the understanding that the form of Legal Agreement posted to the RFP Website at the time Proposals are due, will constitute the Legal Agreement they will be required to sign if selected for an award.
- 6.8 All written questions must be submitted no later than the date and time specified in the RFP Project Schedule. Utilize the "Questions and Answers Form" posted to the RFP Website as the format in which to submit your questions. The Judicial Council will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP or the Legal Agreement to the RFP Website on or before the date specified in the then current RFP Project Schedule.
- 6.9 On or before the due date and time for Proposals specified in the RFP Project Schedule, prospective Brokers who wish to participate in this procurement must provide the Proposal Materials specified in section 4.2.
- 6.10 It is the sole responsibility of the prospective Broker to ensure that his or her Proposal Materials reach the Judicial Council on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the Judicial Council provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, and prospective Brokers are requested to refrain from inquiring about this matter. If you require proof of delivery, please consult your express mail carrier or delivery service. The Judicial Council will publish to the RFP Website a list of the names of organizations that have submitted Proposals shortly after the Proposals are received.

## **7.0 EVALUATION AND AWARD OF PROPOSALS**

- 7.1. The Judicial Council will evaluate and score the Proposal Materials received as follows.
- 7.2 The subject areas to be evaluated, and the percentage weights accorded each subject area in scoring the Proposals are given below. Note that the evaluation of Proposals is to be performed on a highest scored bid basis and the Broker offering the lowest prices/rates will not necessarily be the Broker selected.

Possible Points	Subject Area Being Evaluated
15	<p><b><u>Program Design Experience:</u></b></p> <ul style="list-style-type: none"> <li>• Experience of the proposed team and its key individuals in the development of insurance program for government entities during the past three years</li> </ul>
15	<ul style="list-style-type: none"> <li>• Prospective Broker's record of developing insurance programs that support a public agency's requirements in establishing this type of insurance program including the need for financially secure insurers, appropriate credits for retained loss, and ability to support a long term program.</li> </ul>
20	<p><b><u>Specialized Expertise:</u></b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience and expertise in working with judicial branch entities in meeting their property and liability insurance requirements.</li> </ul>
20	<ul style="list-style-type: none"> <li>• Demonstrated ability and authority of the designated Account Manager to provide internal control of the Broker's project team in order to provide the Judicial Council with a single point of contact concerning program management with specific emphasis on the Account Manager's ability to deliver the required services within time schedules.</li> </ul>
30	<p><b><u>Price:</u></b></p> <p>Points for price will be awarded in accordance with section 7.8 below.</p>

- 7.3 At any time throughout the evaluation period, the evaluation committee may, if it deems necessary, contact prospective Brokers or references provided by the Broker to request clarifications or additional information pertaining to the subject areas being evaluated. Prospective Brokers shall endeavor to promptly provide any such information. Failure to provide such information within the time frames set forth by the Judicial Council will result in down scoring of the area being evaluated.
- 7.4 If it determines that oral interviews are necessary to make an informed decision the Judicial Council's Capital Program office will notify all prospective Brokers of the time and place of the interviews. Only the prospective Broker's principal, project manager, key staff, and sub-contractors that are indicated in Broker's Proposal should plan to participate in the interview. Oral interviews may be conducted in person or via teleconference, as the Judicial Branch Capital Program office deems necessary
- 7.5 The scoring of the subject areas regarding Program Design Experience and Specialized Expertise will be performed first. Following the scoring of these subject areas the Judicial Council will publish the compiled scores to the RFP Website.

- 7.6 Following the publication of the compiled scores. The Judicial Council will conduct a public opening of the sealed Price Proposal Forms. The time, date and place of the public opening is specified in the RFP Project Schedule Posted to the RFP Website.
- 7.7 Following the public opening, the Price Proposal Forms will be evaluated and scored. The Judicial Council waives inclusion of the Disabled Veteran Business Enterprise (DVBE) incentive for this RFP.
- 7.8 Points for price will be awarded in accordance with the process specified in the Judicial Branch Contracting Manual, Chapter 4C, Appendix A, beginning on page 29. (See: <http://www.courts.ca.gov/documents/jbcl-manual.pdf>.) The Commission Percentages proposed in the Price Proposal Submission Forms received will be substituted for the “dollar amounts” referred to in the process.
- 7.9 Award of the contract will be made on a “highest scored proposer” basis. Following the calculation of the Price Points, the previously awarded point scores for Program Design Experience and Specialized Expertise will be totaled with the awarded Price Points and the final scores will be posted to the RFP Website. In the event of a tie, the contract award will be made based upon the toss of a coin observed by witnesses, and the affected proposers will be invited to observe.
- 7.10 The Judicial Council will provide the selected Broker with a copy of the Completed Legal Agreement for signature in accordance with the RFP Project Schedule.
- 7.11 Should the Broker fail to execute the Legal Agreement with the Judicial Council within thirty (30) calendar days following the date of Judicial Council submittal of the Agreement to the highest scored Broker, the Judicial Council shall have the right, by written notice effective upon receipt, to rescind its contract offer and proceed with a contract with another prospective Broker in accordance with their respective scores. The awarded Broker must provide proof of their DVBE commitment in the form of a completed DVBE Form posted to the RFP Website along with the executed Legal Agreement. See section 11.0 below for additional details.
- 7.12 The Broker that enters into a contract with the Judicial Council as a result of this RFP will neither be precluded from consideration, nor given any special status in any succeeding RFP's for insurance brokerage services.

## **8.0 Protests**

- 8.1 Both solicitation specifications protests and award protests, including procedures for filing a protest, are given in and governed by the rules established in the Judicial Branch Contracting Manual (“JBCM”), Chapter 7. For a copy of the JBCM, see: <http://www.courts.ca.gov/documents/jbcl-manual.pdf> .
- 8.2 All protests must be submitted as follows:

Judicial Council of California  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

*(Indicate "RFP Number JBCP-2015-05-JMG" and Name of Your Organization at lower left corner of outer packing of your Proposal. Mark the outside of your*

*communication with the words "BID PROTEST" in large letters in a prominent place.)*

Protests may be submitted in person. If a Protest is to be submitted in person, it must be submitted at the reception desk of the Judicial Council on the 6th floor, 455 Golden Gate Avenue, San Francisco, CA 94102. This desk is open between the hours of 9 AM and 5 PM, Monday through Friday, Judicial Council business days. Protesting proposers are advised to obtain a handwritten receipt for their Proposal from the Judicial Council receptionist when submitting in this manner. Submissions made at other Judicial Council locations or in any other manner will not be considered valid.

## **9.0 OTHER INFORMATION:**

- A. The Judicial Council reserves the right to cancel or reschedule this RFP at any point prior to Legal Agreement execution, for any or no reason, and without prior notice.
- B. The Judicial Council reserves the right to publicly solicit and award a contract for the same or similar services in the future.
- C. If, prior to contract execution, the proposing entity changes its business ownership, or if the Judicial Council determines that a Proposal contains a misrepresentation, the Judicial Council has the right to reevaluate that entity's Proposal, and, if necessary, rescind the award, effective upon written notice.
- D. This RFP and the Proposals provided as a result of it, in no way act to form an agreement or contract between the Judicial Council and proposer.
- E. In any event and regardless of circumstances in no way shall the Judicial Council, the State of California, or any Judicial Branch entity be held responsible for any loss of profit or any costs or expenses incurred or experienced as a result of a prospective Broker's efforts and costs incurred in preparation and provision of its Proposal, participation in interviews, demonstrations, or any other effort, cost, or expense expended in regard to this RFP.

## **10.0 JUDICIAL BRANCH CONTRACTING MANUAL**

This procurement, and any resulting contract, are being conducted and will be administered in accordance with the provisions of the Judicial Branch Contracting Manual ("JBCM") in addition to the Administrative Rules posted to the RFP Website. In the event of a conflict of terms between documents, the following order of precedence shall apply: (1)JBCM; (2) this RFP document and any documents it references; (3) the Administrative Rules.

The JBCM can be accessed at <http://www.courts.ca.gov/documents/jbcl-manual.pdf> for additional information.

By the act of submission of a Proposal, prospective Brokers agree to be bound as set forth in the provisions above. If a prospective Broker has objections to the Administrative Rules or to this RFP, they shall be governed in accordance with the JBCM as to solicitations-specific protests.

## 11.0 DVBE PROGRAM PARTICIPATION:

- 11.1 The Judicial Council has a mandatory Disabled Veterans Business Enterprise (DVBE) program with a participation goal of three percent (3%) of the total amount paid to the Broker under the Legal Agreement that will be issued the awarded Broker. The selected Broker will be required to participate in this program. The DVBE commitment must be documented by a DVBE Form signed by the Broker. The DVBE Form applicable to this RFP is published to the RFP Website.
- 11.2 The Judicial Council does not require that your DVBE program be developed, or that your DVBE compliance forms be submitted with your Proposal, nor will an early submission influence the evaluation of your Proposal.
- 11.3 Submission of your DVBE compliance forms will be required following notification of intent to award and prior to the signing of the Legal Agreement. DVBE Forms are provided with this RFP for your later convenience in submitting the forms. See also the "DVBE Form" posted to the RFP Website. For additional details regarding DVBE participation contact the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by phone to the Office of Small Business and DVBE Certification at 916-375-4940.

## 12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

- 12.1 One copy of your Proposal will be retained by the Judicial Council for official files and will become a publicly available record.
- 12.2 **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 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 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 Judicial Council's right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.
- 12.3 Notwithstanding the above, the California Public Contract Code requires that the Judicial Council allow public inspection of Proposals of this nature as well as the contracts that result from them. If required to do so by an information request, the Judicial Council will provide copies of your Proposal and the contract that resulted from it.
- 12.4 Prices submitted will be disclosed at the public opening described in section 7.6 of this RFP and will not be kept confidential under any circumstances.

## Exhibit A

### 1. BACKGROUND INFORMATION AND EXISTING PROGRAM

The Risk and Quality Compliance Unit of the Judicial Council's Capital Program office develops and administers risk financing programs designed for the special needs of Judicial Branch Entities.

#### 1.1. Current Risk Financing Program:

In 2007 the Judicial Council established a Business Personal Property and Commercial Crime Insurance Program to provide insurance protection and for damage to participating appellate and trial courts' furniture, fixtures, equipment, records, carpet, and personal property in the courts' care, custody and control and loss from commercial crime and faithful performance of duty exposures. Currently 52 trial court entities and 3 appellate court entities participate in these programs, for a total insurable value of approximately \$462,525,000.

- The Judicial Council does not buy all risk property insurance for its court buildings for which it has title and management responsibility. However, for some court buildings the Judicial Council is required to purchase all risk property insurance and/or earthquake insurance under terms and conditions of a form of legal agreement, e.g. bond indenture. Currently the Judicial Council purchases:
  - All risk property insurance on 12 buildings with total insurable values of approximately \$750,00,000
  - Earthquake insurance on 4 buildings to its insured portfolio with insurance values of approximately \$203,000,000
  - The Judicial Council may add approximately 4 buildings per contract period with a combined insurable value of approximately \$320,000,000 for each annual period over the next four years.

End of Exhibit

**End of RFP**