

RFP Title: *Actuarial Consulting Services*

RFP Number: *JBWCP-2019-06-DM*

# REQUEST FOR PROPOSALS

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***JUDICIAL COUNCIL OF CALIFORNIA***

**REGARDING:**

*Actuarial Consulting Services*

*JBWCP-2019-06-DM*

**PROPOSALS DUE:**

***January 21, 2020*** NO LATER THAN ***4:00 P.M.*** PACIFIC TIME

## **1.0 BACKGROUND INFORMATION**

- 1.1 Judicial Council of California. The Judicial Council of California (JCC) is the policymaking body of the California courts, the largest court system in the nation. Under the leadership of the Chief Justice and in accordance with the California Constitution, the council is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. Judicial Council staff help implement the council's policies.

The Judicial Branch Entities (JBE) consists of:

- The 58 Superior Courts of California (also referred to as trial courts-TC) located in each of the 58 Counties
- The Supreme Court of California (SC)
- The District Courts of Appeal (DCA)
- The Habeas Corpus Resource Center (HCRC)
- The Commission on Judicial Performance (CJP)
- The JCC, there are two locations for the JCC - San Francisco and Sacramento.

### **1.2 Judicial Branch Workers' Compensation Program**

- 1.2.1 The JCC serves as the program administrator for the Judicial Branch Workers' Compensation Program (**JBWCP**). The program consists of three components:

1. The Trial Courts (TC)
2. The Judiciary, which includes the SC, DCA, HCRC, CJP, and the JCC; and
3. The Judicial Officers, which consists of all trial court judges of the Superior Courts.

- 1.2.2 Existing law requires every employer in the State of California to provide workers' compensation coverage for its employees, and the provision of benefits to employees is the sole financial obligation of the employer. The State of California, legally granted uninsured status by Section 3700 of the Labor Code, may carry their financial liability with no requirements. The JCC, identified as the State for purposes of workers' compensation coverage, is considered lawfully uninsured.

- 1.2.3 The Trial Court Employment Protection Act (SB2140), Government Code Section 71600 et al, established the trial courts as independent employers of trial court employees. SB2140, however, did not address the issue of defining the trial court as an employer, and with this definition the means

by which a trial court could finance its workers' compensation program.

- 1.2.4 The JBWCP was created on July 1, 2001. Since the inception of the program on July 1, 2001, employees of the Judiciary and Judicial Officers jointly participate in the JBWCP provided by the JCC and administered by a third party.
- 1.2.5 On January 1, 2001, each of the 58 trial courts became separate employers. Prior to this date, the trial courts were part of their respective counties. In response to the courts' transition to becoming independent employers, the JBWCP was expanded to include the trial courts on January 1, 2003.
- 1.2.6 By July 1, 2003, a total of 47 trial courts participated in the JBWCP. By July 1, 2004, six more courts participated. By July 1, 2008, two additional courts joined the program. To date, 57 trial courts participate in the program (excluding Los Angeles).
- 1.2.7 The JBWCP is a highly decentralized program. The Judiciary, Judicial Officers, and each of the 57 participating trial courts are independent employers which require the need to allow for some decentralized administration of this program.
- 1.2.8 The JBWCP is loss sensitive and there is a charge back system in place. The system is driven by payroll and each trial court, judiciary, and judicial officers' loss activity. This charge back system is called the Member Premium Allocation (Premium). The loss data is used to calculate the loss modifier. Each individual organization is limited to a rolling three years of loss data excluding the most recent 12 months. The total premium is based on the annual actuarial report.
- 1.2.9 The [JBWCP Advisory Committee](https://www.courts.ca.gov/jbwcp.htm) (**Committee**) oversees the program and makes recommendations to the Judicial Council for improving the statewide administration of the JBWCP. More Information on the Committee can be found on the following California Court's website:

<https://www.courts.ca.gov/jbwcp.htm>

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

- 2.1 The JCC seeks the services of a qualified actuarial consulting firm with expertise in insurance brokerage, risk management consultation services, and specifically California workers' compensation consultative services to provide actuarial consulting services, which include: developing annual actuarial valuation of workers' compensation data, assisting program staff in developing actuary reports and presentations for committee-led program initiatives, providing one-on-one

consultations with JBWCP members upon request, and calculating the annual premium allocation model for the JBWCP. This includes the need for expertise in a lawfully uninsured workers' compensation environment, knowledge and ability to forecast the expected ultimate value of outstanding workers' compensation liability, as well as addressing the ongoing maintenance and improvement of the JBWCP.

- 2.2 The selected contractor is expected to have demonstrated public sector experience, program implementation, and program development skills. The contractor will not only have previous expertise in providing insurance brokerage and consulting services, but will also have the organizational capabilities to produce a cost-effective solution which integrates the highest standards of quality and service levels to the entire judicial branch.
- 2.3 This is not to be considered a request to solicit or obtain insurance quotations. Do not approach insurers or markets on the JCC's behalf at this time. This RFP is the means for prospective service providers to submit their qualifications to the JCC and request selection as a service provider.
- 2.4 Deliverables

#### 2.4.1 Annual Actuarial Valuation Reports

- A. Prepare the Actuarial Valuation Report draft and final versions based on actuarial methodology and make recommendations relative to overall program cost liability and Member Premium Allocation.
- B. The Annual Actuarial Valuation Reports should include the following components:
  - i. Estimate of returned loss
  - ii. Estimate of Allocated Loss Adjustment Expenses ("ALAE").
  - iii. Combined estimate of retained losses and ALAE for all Members.
  - iv. Break out of the TC Members with estimates of retained losses and ALAE.
- C. Ensure that the certified actuarial valuation report draft and final versions are completed on a timely basis. The draft is due **no later than mid-January**, and the final, bound, and electronic version is due **no later than early February** for each year of service. These dates are subject to change based on direction from the program.

D. Present the annual actuarial report and recommendations of the premium allocation to the Committee in person. The Contractor, in coordination with the JBWCP, will also present metrics demonstrating the performance of the program and make recommendations for program improvement, reserve maintenance, and risk assessment in a clear and easily understandable manner.

#### 2.4.2. Follow up to Annual Actuarial Valuation Reports

Upon JBWCP members' requests, provide one-on-one consultations with members regarding their premium allocations as directed by program staff. These consultations can occur remotely.

#### 2.4.3 Committee-Related Initiatives and Special Projects

Provide actuarial projections, data analysis and development of metrics in support of Committee-led initiatives and proposals, which can include working with program staff for project plan development, project results, findings and maintenance.

#### 2.4.4 Transition Planning

Ensure that services provided to the JBWCP are fully transitioned in a smooth and efficient manner to a new service provider. The selected vendor will exercise its best efforts and cooperation to secure an orderly and efficient transition to a successor.

### 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	December 17, 2019
Deadline for questions <a href="mailto:Solicitations@jud.ca.gov">Solicitations@jud.ca.gov</a>	<b>December 30, 2019 by 4:00 PM (Pacific Time)</b>
Questions and answers posted (estimate only) <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a>	January 7, 2020
Latest date and time proposal may be submitted	<b>January 21, 2020 by 4:00 PM (Pacific Time)</b>

EVENT	DATE
Evaluation of proposals ( <i>estimate only</i> )	January 22, 2020 – February 5, 2020
Interview Dates ( <i>estimate only</i> )	January 22, 2020 – February 5, 2020
Notice of Intent to Award ( <i>estimate only</i> ) <a href="http://www.courts.ca.gov/rfps.htm">www.courts.ca.gov/rfps.htm</a>	February 18, 2020
Negotiations and execution of contract ( <i>estimate only</i> )	April 1, 2020
Contract start date ( <i>estimate only</i> )	May 1, 2020
Contract end date ( <i>estimate only</i> )	June 30, 2022

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Appendix I: Redacted Sample Actuarial Report	Redacted copies of our current actuarial reports.
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 the Standard Form agreement.
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.
<i>[Only for solicitations of \$1,000,000 or more]</i> Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
<i>[Only for solicitations of \$100,000 or more]</i> Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Bidder Declaration	The Proposer must complete this form only if wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 10: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.

## 5.0 TIMEFRAME FOR SERVICES/TERM OF AWARDED AGREEMENT

- 5.1 The JCC anticipates the initial term of the subsequently awarded agreement will be for two (2) years beginning May 1, 2020 and ending June 30, 2022 (“Initial Term”), with the JCC holding options to extend the agreement for up to three (3) consecutive two-year terms (“Option Terms”) defined as follows:

May 1, 2020 to June 30, 2022 – “**Initial Term**”

July 1, 2022 to June 30, 2024 – “**First Option Term**”

July 1, 2024 to June 30, 2026 – “**Second Option Term**”

July 1, 2026 to June 30, 2028 – “**Third Option Term**”

- 5.2 The option to extend the agreement for any of the Option Terms will be at the sole discretion of the JCC. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.
- 5.3 Implementation services and transition from the current provider is expected to occur the first month of the initial term. The current service provider will assist in the implementation period, as appropriate.

## 6.0 PAYMENT INFORMATION

- 6.1 See Attachment 2, Standard Terms & Conditions, Appendix B, Payment Provisions.
- 6.2 Firm Fixed Prices and hourly rates will remain intact throughout the initial term and option terms of the resulting Contract. If the State elects to extend the Term of the Contract, any agreed upon price adjustment (whether an increase or decrease) of hourly rates may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI) during any option term, below:

[https://data.bls.gov/timeseries/CUUR0000SA0?output\\_view=pct\\_12mths](https://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths)

Consumer Price Index – All Urban Consumers  
12-Month Percent Change  
Series ID: CUUR0000SA0  
Not Seasonally Adjusted  
Area: U.S. city average  
Item: All items  
Base Period: 1982-84=100

- 6.3 The hourly rates and not-to-exceed amounts set forth shall be fully burdened and inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates payable to the Contractor for services rendered to the State. The Contractor shall not charge nor shall the State pay any overtime rate.

6.4 The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from a job site or any living expenses.

6.5 The payment term is Net 60 from date or receipt of invoice.

## **7.0 SUBMISSIONS OF PROPOSALS**

7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section, 8.0 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 technical proposal and the cost proposal.

a. The Proposer must submit **one (1) original and three (3) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the JCC in a single sealed envelope, separate from the cost proposal. 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 three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the JCC in a single sealed envelope, separate from the technical proposal. 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 CD-ROM or 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:

**Bid Desk – Actuarial Consulting Services  
Judicial Council of California  
Branch Accounting and Procurement| Administrative Division  
Attn: Sheryl Berry, RFP No: JBWCP-2019-06-DM  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102-3688**

- 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 Technical Proposal: A proposer's proposal in response to this RFP must contain all the elements set forth in this Section 8.0, and must conform to the requirements of Section 7.0, Submission of Proposals, to be considered complete and responsive. A Table of Contents should be included in the proposal, please title each section of the response with the corresponding section number below, and assemble materials and draft all responses in this same order. A proposer's failure to include any required information or element of a proposer's proposal, as set forth in this RFP, may result in the proposal being deemed non-responsive, and may result in the proposal being rejected without further evaluation.

8.1.1. Cover Letter: the letter must include:

- The Proposer's legal business 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.
- 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.
- The state in which the prime contractor was incorporated, if applicable; Number of years in business, and if applicable, for the previous three (3) years identify all mergers, acquisitions, and initial public offerings.
- Number of years in providing similar services.

8.1.2. If applicable, provide a statement of any bankruptcies filed by the proposer and any law suits filed against the proposer for malfeasance and a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status (provide a description of the outcome of any such legal action where there was a finding against the respondent or a settlement).

- 8.1.3. Provide a complete list of all proposed subcontractors, if any, with their legal business name, address, contact person and their email address, telephone and fax numbers. If no subcontractors proposed, then so state.
- 8.1.4. The JCC is seeking a service provider who has a background in highly decentralized environment. All members of the proposer's team must have prior experience in this type of environment. Please outline your prior experiences in these areas. Your response should include resumes of the proposed service team and details of any models you intend to utilize.
- 8.1.5. Describe the competency, qualification levels, and professional certifications of the proposer's project manager and proposed service team.
- 8.1.6. Describe the proposer's work history with decentralized and/or lawfully uninsured public entity workers' compensation programs.
- 8.1.7. Describe the proposer's experience with premium allocation systems. Has the proposer ever developed a premium allocation methodology? If yes, please explain.
- 8.1.8. Describe the proposer's involvement in professional actuarial associations and the firm's knowledge of current industry trends and developments.
- 8.1.9. The JBWCP sets immediate & long term goals; we also seek assistance in targeting new areas for improved service delivery to our client base. This requires a dedicated contractor team that is not subject to constant turnover. Describe your experiences with providing this level of service and what types of recommendations you may make to improve service delivery. Additionally, describe what programs you have in place as an employer to retain your employees.
- 8.1.10. The JBWCP works with an advisory committee; this committee could be characterized as a Board of Directors. Please describe your experience working in this type of high-level environment and your familiarity with procedural committee rules.
- 8.1.11. Describe how you would absorb the increase in workload if you were to be awarded the contract for these services, including detailing how you would acquire the resources to handle the program staff and Committee members' growing needs.
- 8.1.12. Review the program's attached Redacted Sample Actuarial Report (Appendix I). Provide your assessment of the program's loss history and experience; and outline the program's strengths and areas for improvement.

8.1.13. References:

Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services in size and scope during the last three (3) years, including at least 2 public entities. The Judicial Council will be contacting references listed by the Proposer as part of this selection. Please note that JCC will work through a proposer's Reference Manager to complete a reference check. Please inform proposer's references that they may be contacted by the JCC during February 2020.

8.2 Acceptance of the Terms and Conditions.

8.2.1 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.

8.2.2 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.

8.3 Certifications, Attachments, and other requirements.

8.3.1 The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

8.3.2 The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

8.3.3 The Proposer must complete the Payee Data Record Form (Attachment 6).

8.3.4 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.

- 8.3.5 Copies of the Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.
  - 8.3.6 Proof of financial solvency or stability (e.g., balance sheets and income statements).
  - 8.3.7 The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
  - 8.3.8 The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its proposal.
  - 8.3.9 The Proposer must complete the Bidder Declaration form (Attachment 9) only if wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
  - 8.3.10 Each DVBE that will provide goods and/or services in connection with the contract must complete the DVBE Declaration form (Attachment 10). If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.
- 8.4 Cost Proposal.
- 8.4.1 Proposers shall use and submit **Table 1, Cost Worksheet** to propose rates and fees with a detailed line item budget showing total cost of providing the services set forth in this RFP. Fully explain and justify all budget line items in a narrative entitled "Budget Justification". Complete cost proposals will include proposed rates and fees for the **initial contract term and all option terms**.
  - 8.4.2 The proposer's cost/fee proposal showing total cost/fees for providing these services, shall be inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates. It is expected that all proposers responding to this RFP will offer the proposer's government or comparable favorable rates.
  - 8.4.3 **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** The JCC's method of payment to the selected service provider for the services specified in this RFP will be by cost reimbursement. Payment for services will be made based on the accepted services rendered by invoice that meets the criteria set forth in the contract, no deviation will be accepted.

**Table 1: Cost Worksheet**

<b>Task No.</b>	<b>Task/Function</b>	<b>Contractor's Key Personnel</b>	<b>Rate Per Hour</b>	<b>Estimated Hours</b>	<b>Not to Exceed Amount</b>
1	<p><u>Annual Actuarial Valuation Report</u></p> <p>This includes all tasks listed under Section 2.4.1. of this RFP.</p> <p>Shall be invoiced after the Final Annual Actuarial Valuation Report has been reviewed and accepted by JBWCP Staff.</p>				<b>Firm Fixed Price</b>
2	<p><u>Follow up to the Annual Actuarial Valuation Report</u></p> <p>Upon JBWCP members' requests, provide one-on-one consultations with members regarding their premium allocations as directed by program staff. These consultations can occur remotely.</p> <p>Shall be invoiced after the Follow up to the Annual Actuarial Valuation Report has been reviewed and accepted by JBWCP Staff.</p>			<b>150 Hours (Estimated)</b>	
3	<p><u>Committee-related initiatives and special projects</u></p> <p>Provide actuarial projections, data analysis and development of metrics in support of Committee-led initiatives and proposals, which can include working with program staff for project plan development, project results, findings and maintenance.</p> <p>Detailed invoices shall be submitted monthly identifying key staff and hours.</p>			<b>150 Hours (Estimated)</b>	
4	<p><u>Transition Planning</u></p> <p>Ensure that services provided to the JBWCP are fully transitioned in a smooth and efficient manner to a new service</p>			<b>80 Hours (Estimated)</b>	

	<p>provider. The selected vendor will exercise its best efforts and cooperation to secure an orderly and efficient transition to a successor.</p> <p>Detailed invoices shall be submitted identifying key staff and hours.</p>				
<b>Not To Exceed Total</b>					

**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 OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents in Section 8.0.

The JCC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of any individual members of the Evaluation Committee will not be made available to any Proposers.

The JCC will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Maximum possible points are included for each criterion listed, the points indicate relative weight or importance given to each criterion. Award, if made, will be to the highest-scored proposal.

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

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<p>Specialized Experience and Technical Competence:</p> <ul style="list-style-type: none"> <li>• 8.1.4 – 8.1.8</li> </ul>	27 Points

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
Client Approach/Philosophy & Staffing and ability to attend meetings in-person upon request <ul style="list-style-type: none"> <li>• 2.4.1.D &amp; 2.4.2; 8.1.9 – 8.1.11</li> </ul>	20 Points
Quality of Sample Program Assessment <ul style="list-style-type: none"> <li>• 8.1.12</li> </ul>	10 Points
Competitiveness of cost: <ul style="list-style-type: none"> <li>• 8.4</li> </ul>	30 Points
Acceptance of the Terms and Conditions <ul style="list-style-type: none"> <li>• 8.2</li> </ul>	5 Points
References & Financial Stability <ul style="list-style-type: none"> <li>• 8.1.1 – 8.1.2; 8.1.13 &amp; 8.3.6</li> </ul>	5 Points
DVBE Incentive <ul style="list-style-type: none"> <li>• 13.0</li> </ul>	3 Points

## **11.0 INTERVIEWS**

The JCC 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 JCC’s offices. The JCC 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.

## **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**

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

13.2 The Proposer will receive a DVBE incentive if, in the sole determination of the Council's staff, 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 as specified in section 10 above.

13.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

13.4 If Proposer wishes to seek the DVBE incentive:

- The Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 9**). The Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- The Proposer must submit with its proposal a DVBE Declaration (**Attachment 9**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration (**Attachment 10**). If the 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.

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

13.6 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 JCC 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 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](http://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 **1/10/2019**. Protests must be sent to:

**Judicial Council of California  
Branch Accounting and Procurement | Administrative Division  
ATTN: Protest Hearing Officer, RFP Number: JBWCP-2019-06-DM  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102 -3688**