

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

*Judicial Branch Workers' Compensation Program Risk
Consulting Services*
JBWCP-2019-07-DM

PROPOSALS DUE:

January 24, 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 Supreme Court of California (SC)
- The District Courts of Appeal (DCA)
- The 58 Superior Courts of California (also referred to as trial courts – TC) located in each of the 58 counties
- 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
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 WC Allocation Program (Allocation). 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 allocation 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 OBJECTIVE AND TIMEFRAME FOR SERVICES

- 2.1 Objective. The JCC places primary importance on developing and maintaining a quality risk management program with corresponding insurance coverage that thoroughly responds to the risks and liabilities faced by the JCC in its role as a workers' compensation program administrator for most judicial branch state entities. The JCC is seeking proposals from a brokerage firm and representative broker(s) ("Contractor") to provide insurance broker services that include but are

not limited to excess insurance placement and servicing, risk exposure analysis, as well as general insurance advisory services and claims assistance for the Judicial Branch Workers' Compensation Program (“**JBWCP**”) for the purpose of developing and maintaining a comprehensive statewide workers' compensation program. This includes the need for a Contractor who can bring a strong network of connections and contacts in the industry, is responsive, detail oriented, and able to convey complex workers' compensation and insurance matters to Committee members and program staff that will guide them in understanding the nuances of risk pooling and the insurance industry.

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 Timeframe for Services / Term of Awarded Agreement:

2.3.1 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:

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

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

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

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

2.3.2 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.

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 24, 2019
Deadline for questions Solicitations@jud.ca.gov	January 13, 2020 by 4:00 PM (Pacific Time)
Questions and answers posted (estimates only) www.courts.ca.gov/rfps.htm	January 16, 2020
Latest date and time proposal may be submitted	January 29, 2020 by 4:00 PM (Pacific Time)
Evaluation of proposals (<i>estimates only</i>)	January 30, 2020 – February 14, 2020
Anticipated Interview Dates (<i>estimates only</i>)	January 30, 2020 – February 14, 2020
Notice of Intent to Award (<i>estimates only</i>) www.courts.ca.gov/rfps.htm	February 18, 2020
Negotiations and execution of contract (<i>estimates only</i>)	April 1, 2020
Contract start date (<i>estimates only</i>)	May 1, 2020
Contract end date (<i>estimates only</i>)	June 30, 2022

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign 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 SCOPE OF SERVICES

5.1 Workers' Compensation Program Management

- 5.1.1 Provide a dedicated Workers' Compensation Program Manager and assigned staff with a minimum of 10 years of experience in the

administration and application of California-specific workers' compensation laws, including demonstrated experience in providing California workers' compensation risk management consultation services for a decentralized statewide self-insured public employer workers' compensation program.

- 5.1.2 Provide subject matter experts and qualified backup personnel with demonstrated experience in California Workers' Compensation claims ("WC") administration, managed care, and loss control.
- 5.1.3 Participate in member claim file reviews and provide guidance on matters of pool administration, policy analysis, and industry best practices.
- 5.1.4 In partnership with the JBWCP and Program Manager, develop strategies to: reduce claim administrative costs, avoid deterioration of an organization's claims inventory, assess the quality of workers' compensation written programs and measure the effectiveness of and compliance with these programs, evaluate the effectiveness of new and existing program measures (in both design and execution) and recommend options that meet the goals of the program, the Committee and the membership.
- 5.1.5 Analyze current and past JBWCP data and, in coordination with the Third Party Administrator (TPA), identify and develop metrics to reduce the cost of workers' compensation losses for all JBWCP members. Metrics should highlight trends, strengths, areas for improvement, or risks that may impact all members, and include at a minimum the following factors:
 - a. Frequency (volume and rate comparison of types of claims)
 - b. Severity of workers' compensation losses (average cost per type of claim and average cost per claim open and closed)
 - c. Duration of Claim
 - d. Ratio of open vs. closed
 - e. Claims Process Indicators (report lag from date of incident to date of report to date of first contact, closure lag)
 - f. Outstanding Reserves
 - g. Claims Handling Costs, which include, for example, costs associated with legal, medical, or subrogation
 - h. Loss Days
 - i. Cause of Injury
 - j. Type of injury
 - k. Location of Injury

- 5.1.6 Meet with JBWCP staff in person to assess, strategize and review program activities related to any items listed above on a recurring monthly or quarterly basis, subject to the needs of the program.

5.2 Claims Oversight and Maintenance

- 5.2.1 The Contractor will provide ongoing oversight of the Third Party Administrator's claims administration process and assist the JBWCP in identifying claims for closure or settlement.
- 5.2.2 The Contractor will identify optimal strategies for resolution, recommend and/or create reports for ongoing maintenance and oversight, and partner with the JBWCP and the Third Party Administrator to develop specific action plans and achieve desired results. Evaluation measurements and reviews will include, but are not limited to:
 - a. Inactive files;
 - b. Files with stale diaries (past due diaries may indicate opportunity for settlement or closure);
 - c. Future medical files;
 - d. Medicare beneficiary files;
 - e. Claimants with multiple open claims and companion files; and
 - f. Claims without open/active litigation.

5.3 Training

- 5.3.1 Partner with the JBWCP to deliver relevant information and training to members. Specific duties include the ability to:
 - a. Design and deliver web-based or on-site training for JBWCP members (Northern, Southern, Central California), up to six (6) times per year. On-site training may be on Judicial Council locations with a collaboration of surrounding area courts and may not necessarily be in San Francisco or Sacramento.
 - b. Provide a work plan for and deliver three (3) customized training for JBWCP members (Northern, Southern, Central California) per year, which includes:
 - i. All course scheduling efforts including development of itinerary plans and course materials as well as curricula
 - ii. Each training session of approximately 1-2 hours in duration
 - iii. One hard copy or online access to training materials (including any pre-course materials), tools, instructions on use of tools, per attendee of the training class

- iv. Any other value added products, remote access technology, processes, or services that may complement the training.

5.3.2 Provide subject matter expertise and guidance for the development of informational and supplemental training materials for distribution to all members. Materials may include manuals/booklets, forms, newsletters, or web-based media.

5.4 Insurance Brokerage and Marketing Services

5.4.1 Annually solicit quotes from insurers, conduct a comparison evaluation of competing insurance companies, identify the most beneficial entity for the JBWCP, and negotiate a flat fee with selected insurers on behalf of the JCC and the JBWCP.

5.4.2 Each year, as required, the Contractor will provide insurance marketing services for excess coverage, using an industry standard competitive process. The JBWCP has maintained excess coverage for the trial court program only at \$2,000,000.00 - \$25,000,000.00. Communication of the workers' compensation excess program will require the Contractor to effectively explain the level of decentralization.

5.5 Runoff Claims (As Needed)

5.5.1 From the period January 1, 2001, to the date of each trial court's conversion into the JBWCP, the trial courts' workers' compensation claims were adjusted by their respective counties. While the majority of these county-administered caseloads have been transferred into the JBWCP, the Contractor may be requested to assist with the conversion of several runoff claim transfers. Specific duties may include conducting data verification of:

- a. Payments made by the counties on behalf of the court files (date of inception: January 1, 2001 to the date of each trial court's conversion into the JBWCP).
- b. Amounts collected by the counties from the courts for the administration and payment of the court files.
- c. Amounts the court reflects as payments made to the counties for the administration and payment of court files.

5.5.2 The Contractor will provide the following:

- a. Program Management – prioritize unresolved counties runoff liabilities based on available data from the counties and courts, and

assist the JCC with dispute resolutions on the unresolved liabilities with the counties.

- b. Reserve Analysis – review open runoff claims and determine the adequacy of reserves and exposures.
- c. Data Validation and Collection – collect and validate all runoff claims' data, payments, employment of claimants, allocations assessed by the counties to the courts, and verify allocations charged by the counties with the courts. In addition the Contractor will gather additional information as needed for validation purposes.

5.6 All of the above will be performed in coordination with the JBWCP and the TPA. The Contractor will be expected to work with program staff in making in-person presentations and recommendations to the Committee as needed and on any of the topics listed above.

6.0 PAYMENT INFORMATION

6.1 See Attachment 2, Standard Terms & Conditions, Appendix B, Payment Provisions.

6.2 Hourly Rate and Not to Exceed Amount will remain intact throughout the entire 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 during any option period the percentage change in the 12-month average of the Consumer Price Index (CPI), below:

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 Amount 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 – Judicial Branch Worker's Compensation Program Risk Consulting Services
Judicial Council of California
Branch Accounting and Procurement | Administrative Division
Attn: Sheryl Berry, RFP No: JBWCP-2019-07-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 A Proposer's proposal in response to this RFP **must** contain all the elements set forth in this Section, and **must** conform to the requirements of Section 7.0, Submission of Proposals, to be considered complete. A table of contents shall 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.
- 8.2 The following information shall be included in the proposal:
- 8.2.1 Cover Letter: the original must be signed by an authorized representative of the Proposer. 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.
- 8.2.2 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).

- 8.2.3 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.

8.3 Technical Proposal Contents:

- 8.3.1 Provide a brief summary of your firm and its culture and description of key staff proposed to be assigned to the JBWCP's account (brochures and marketing materials may be included as an appendix, but should not take the place of a brief written response). Include an organizational chart, resumes of key staff, and reporting lines (if applicable).
- 8.3.2 Describe the competency, qualification levels, and professional certifications of the Proposer's project manager and staff.
- 8.3.3 Include a description of your experience and expertise serving public sector clients, and a summary of what differentiates your firm from your competitors.
- 8.3.4 Indicate the primary physical location from which you will be providing your services.
- 8.3.5 Indicate what is included in your core brokerage and consulting services. Indicate other services available and provide an overview of these services that can be provided to the program at no additional cost.
- 8.3.6 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.
- 8.3.7 Provide a narrative which indicates your understanding of the greatest risk(s) or exposure(s) that the JBWCP faces. Reference any available documents at this URL: <https://www.courts.ca.gov/jbwcp.htm>, and include any trends or emerging issues in your discussion.
- 8.3.8 Provide sample materials of trainings conducted and/or developed by your firm for the purpose of educating a diverse population of risk pool members.
- 8.3.9 Provide security measures that your firm currently has in place to protect confidential information, including personnel and medical information, from unauthorized use, access or disclosure.

8.4 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 the RFP process.

8.5 Acceptance of the Terms and Conditions.

8.5.1 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.

8.5.2 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.

8.6 Certifications, Attachments, and other requirements.

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

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

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

8.6.4 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.

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

8.6.6 Proof of financial solvency or stability (e.g., balance sheets and income statements).

- 8.6.7 The Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
 - 8.6.8 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.
 - 8.6.9 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.
 - 8.6.10 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.
- 8.7 Cost Proposal.
- 8.7.1 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**.
 - 8.7.2 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.
 - 8.7.3 **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

Task No.	Task/Function	Contractor's Key Personnel	Rate Per Hour	# of Hours	Not to Exceed Amount
1	<p><u>Workers' Compensation Program Management</u></p> <ul style="list-style-type: none"> • Develop strategies to reduce claim administrative costs, avoid deterioration of an organization's claims inventory, assess the quality of workers' compensation written programs and measure the effectiveness of and compliance with these programs, evaluate the effectiveness of new and existing program measures (in both design and execution) and recommend options that meet the goals of the program, the Committee and the membership. • Participate in member claim file reviews and provide guidance on matters of pool administration, policy analysis, and industry best practices. • Identify and develop metrics to reduce the cost of workers' compensation losses for all JBWCP members • Meet with JBWCP staff in person to assess, strategize and review program activities related to any items listed above on a recurring monthly or quarterly basis, subject to the needs of the program. <p>Detailed invoices shall be submitted monthly identifying key staff and hours.</p>			400 (Estimated)	Variable
2	<p><u>Claims Oversight and Maintenance</u></p> <ul style="list-style-type: none"> • The Contractor will provide ongoing oversight of the Third Party Administrator's claims administration process and assist 			700 (Estimated)	Variable

	<p>the JBWCP in identifying claims for closure or settlement.</p> <ul style="list-style-type: none"> • Develop specific action plans and achieve desired results. <p>Detailed invoices shall be submitted monthly identifying key staff and hours.</p>				
3	<p><u>Training</u></p> <ul style="list-style-type: none"> • Up to six web-based or on-site training • Three customized training for JBWCP members (Northern, Southern, Central California) per year <p>Shall be invoiced after the Training has been completed and accepted by JBWCP Staff.</p>		N/A	N/A	Firm Fixed Price
4	<p><u>Insurance Brokerage</u> <u>Marketing Services</u></p> <p>Shall be invoiced after services have been completed and accepted by JBWCP Staff.</p>		N/A	N/A	Firm Fixed Price
5	<p><u>Runoff Claims</u> (as needed)</p> <p>Detailed invoices shall be submitted monthly identifying key staff and hours.</p>			150 (Estimated)	Variable
Not To Exceed Total					XXX

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 from Proposals 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 announcement on the Courts Website at: <http://www.courts.ca.gov/rfps.htm>

CRITERION	MAXIMUM NUMBER OF POINTS
Interview and presentation <ul style="list-style-type: none"> • 11.0 	7 points
Specialized Experience and Technical Competence: <ul style="list-style-type: none"> • 8.3.1, 8.3.2, 8.3.3, 8.3.6, 8.3.7, 8.3.9 	25 Points
Depth of Service and Ability to attend in-person meetings upon request <ul style="list-style-type: none"> • 8.3.4, 8.3.5 	15 Points
Training Projects <ul style="list-style-type: none"> • 8.3.8 	10 Points
Competitiveness of cost <ul style="list-style-type: none"> • 8.7 	30 Points
Acceptance of the Terms and Conditions <ul style="list-style-type: none"> • 8.5 	5 Points
References <ul style="list-style-type: none"> • 8.4 	5 Points
DVBE Incentive 13.0	3 Points

11.0 INTERVIEWS

The JCC will 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). 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 **January 22, 2020**. Protests must be sent to:

**Judicial Council of California
Branch Accounting and Procurement | Administrative Division
ATTN: Protest Hearing Officer, RFP Number: JBWCP-2019-07-DM
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102 -3688**