



REQUEST FOR PROPOSALS

ADMINISTRATIVE OFFICE OF THE COURTS

**REGARDING:
THIRD PARTY CLAIMS ADMINISTRATION
SERVICES FOR TRIAL COURTS**

RFP #LSO 09-13-LM

**PROPOSALS DUE:
SEPTEMBER 5, 2013 NO LATER THAN 1:00 P.M. PACIFIC TIME**

GENERAL INFORMATION

INTRODUCTION

The purpose of this Request for Proposals (**RFP**) is to solicit and award a contract to one (1) to two (2) qualified selected service providers to provide claims administration services to the AOC for third party claims affecting trial courts, judicial officers, court executives, and court employees.

Additional information about and documents pertaining to this solicitation, including electronic copies of the solicitation documents can be found on the California Courts Website, at www.courts.ca.gov/rfps.htm (**Courts' Website**).

1.0 BACKGROUND INFORMATION

1.1 The Judicial Council of California (**Judicial Council**), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (**AOC**) is the staff agency for the Judicial Council and assists both the council and its chair in performing their duties.

The Litigation Management Program established by the Judicial Council in the fall of 1999 was initially implemented in January 2000. On January 1, 2001, section 811.9 of the Government Code took effect. That section codifies the responsibility of the Judicial Council to provide for representation, defense, and indemnification of judges, subordinate judicial officers, executive officers, and employees of the trial courts, in accordance with sections 811 through 995 of the code.

On January 1, 2003, amendments to the Government Claims Act took effect. The Act now explicitly identifies the Judicial Council as the "board" for purposes of claims against judicial officers and "judicial branch entities." By rule of court, the council has authorized the AOC's Legal Services Office (**LSO**) to act for the council on claims that affect the trial and appellate courts, judicial officers, and employees of those entities.

2.0 TERM OF THE AGREEMENT

2.1 The services are expected to be performed by the selected service providers between **October 1, 2013** and **September 30, 2014** ("**Initial Term**") with two (2) possible consecutive one-year option terms, to extend the agreement under the same terms and conditions in effect for the Initial Term, not to exceed a total contract period of three (3) years. The consecutive one-year option shall be exercised at the discretion of the AOC.

These option terms are defined as follows:

First Option Term: October 1, 2014 through September 30, 2015

Second Option Term: October 1, 2015 through September 30, 2016

- 2.2 The range of the proposed contract to be awarded from this RFP for third party claims against trial courts, judges, subordinate judicial officers, court executives, and court employees in third party actions covered by the program is *\$5,000.00 to the not-to-exceed amount of \$10,000.00 per Term*. All work delivered under a contract awarded under this RFP will be completed by **September 30, 2016**.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	August 19, 2013
Deadline for questions to Solicitations@jud.ca.gov	August 27, 2013, no later than 1:00 P.M.
Questions and answers posted (<i>estimate only</i>)	August 29, 2013
Latest date and time proposal may be submitted. <i>End of solicitation specifications protest period</i>	September 5, 2013, no later than 1:00 P.M.
Evaluation of proposals. This period shall include any interviews. (<i>estimate only</i>)	September 9 through 13, 2013
Notice of Intent to Award (<i>estimate only</i>)	September 17, 2013
Negotiations of contract (<i>estimate only</i>)	September 23 through 25, 2013
Execution of contract (<i>estimate only</i>)	September 27, 2013
Notice of Award (<i>estimate only</i>)	September 30, 2013
Contract start date (<i>estimate only</i>)	October 1, 2013
Contract end date (<i>estimate only</i>)	September 30, 2014

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: AOC Standard Terms and Conditions	If selected, the person(s) or entity submitting a proposal (the “Proposer”) must sign an AOC Standard Form agreement containing these terms and conditions (the “Terms and Conditions”). The provisions marked with an (*) within the Terms and Conditions are minimum contract terms and conditions (“Minimum Terms”).
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: Payee Data Record Form	This form contains information the AOC requires in order to process payments.
Attachment 5: Darfur Contracting Act Certification Form	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Conflict of Interest Certification Form	Proposer must complete Conflict of Interest Certification and submit the completed certification with its proposal.

5.0 SUBMISSIONS OF PROPOSALS

5.1 Proposals should provide straightforward, concise information that satisfies the requirements of Section 7 (“Proposal Contents”) 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.

5.2 The Proposer must submit the proposal in two parts, the technical proposal and the cost proposal.

5.2.1 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 placed in a single sealed interior envelope.

5.2.2 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 in a single sealed interior envelope. Both Technical and Cost proposals are submitted to the AOC in a single exterior envelope.

- 5.2.3 The Proposer must submit a complete electronic version of each proposal on CD-ROM. *The files contained on the CD-ROM should be in editable/unprotected Word or Excel formats, as well as PDF.*
- 5.2.4 In addition to the Technical Proposal and Cost Proposal, *submit one (1) original and one (1) copy of the original signed documents for the following:*
- Attachment 2 – AOC Standard Terms and Conditions (submit only if there are exceptions/modifications as indicated on Attachment 3)
 - Attachment 3 – Proposer’s Acceptance of Terms and Conditions
 - Attachment 4 – Payee Data Record Form
 - Attachment 5 – Darfur Contracting Act Certification Form
 - Attachment 6 – Conflict of Interest Certification Form
- 5.3 Only written proposals will be accepted. *The Proposer must write the RFP title and number on the outside of the sealed exterior envelope.* Proposals must be submitted by registered or certified mail, courier service (e.g. FedEx), or delivered by hand to the following address. Proposals may not be submitted by facsimile or email.
- Judicial Council of California
Administrative Office of the Courts
Fiscal Services Office, Business Services Unit
Attn: Nadine McFadden, RFP: LSO 09-13-LM
455 Golden Gate Avenue 6th Floor
San Francisco, CA 94102-3688
- 5.4 Proposals must be received by the date and time listed on the coversheet of this RFP. Late proposals will not be accepted.

6.0 STATEMENT OF THE WORK

- 6.1 When services are requested, the service providers will provide the following services within the timeframes noted:
- i. Conduct an investigation of each claim to the extent requested by the responsible LSO attorney.
 - ii. Within thirty (30) days of receipt of a claim, if requested by the LSO attorney, send to the LSO attorney a report containing any evaluation of liability and damages and describing the nature and timing of any remaining work necessary to resolve the claim.
 - iii. Provide any additional report as requested by the LSO attorney.

- iv. If the LSO attorney agrees that settlement should be attempted, the service provider will communicate with the claimant, as necessary, to achieve settlement within the given authority.
- v. If settlement is reached, obtain the claimant's signature on the AOC-approved release document and a completed W-9, and forward the original documents to the LSO attorney within 5 business days of receipt from the claimant.
- vi. For each claim, maintain a file containing documentation of any investigation and all telephone conversations, discussions, or meetings, which shall be available for review by the AOC at any reasonable time.

6.2 The services may be provided in certain counties or throughout the state.

7. PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the Technical Proposal. A proposal lacking any of the following information may be deemed non-responsive.

7.1.1 General information about Proposer.

7.1.1.1 Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

7.1.1.2 Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative authorized to bind the entity in contract for purposes of this RFP.

7.1.1.3 Proposer's location of offices and office contact information.

7.1.2 Proposer's experience and ability to meet the RFP deliverable requirements.

7.1.2.1 An overview of the Proposer's business activities, including a description, and the duration and extent, of the Proposer's experience in investigating and evaluating liability and damages, and achieving settlement.

7.1.2.2 For each key staff member who would work on this project, a resume describing the individual's background, training, and experience, including the individual's ability and experience in providing the proposed services.

7.1.2.3 Names, addresses, and telephone numbers of five (5) clients for whom the Proposer has provided similar services, with a general description of the services provided. The AOC may check references listed by Proposer.

7.1.3 Proposed method to conduct project and project result.

7.1.3.1 Description of how the proposed services will be provided including how the services will meet the AOC's service requirements.

7.1.3.2 Geographic or other limitation, if any, to the firm's proposal to provide some or all of the services offered. Please address how your firm would handle claims in remote counties and cities other than where your firm is located.

7.1.4 Ability to meet timing requirements.

Provide your firm's plans for transitioning those services that are in process at the expiration or termination of the agreement if awarded as a result of this RFP.

7.1.5 Acceptance of the Terms and Conditions.

7.1.5.1 On *Attachment 3, Proposer's Acceptance of Terms and Conditions*, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation or other change.

7.1.5.2 If exceptions are identified, the Proposer must also submit a redlined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

7.1.5.3 NOTE: A proposal that takes a material exception (addition, deletion, or other modification) to a Minimum Term will be deemed nonresponsive. The AOC, in its sole discretion, will determine what constitutes a material exception.

7.1.6 Certifications, Attachments, and other requirements.

7.1.6.1 Proposer must include in its proposal a completed and signed *Attachment 4, Payee Data Record Form*, or provide a copy of a form previously submitted to the AOC.

7.1.6.2 Proposer must complete *Attachment 5, Darfur Contracting Act Certification Form* and submit the completed certification with its proposal.

7.1.6.3 Using *Attachment 6, Conflict of Interest Certification Form*, Proposer must certify that it has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or

rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

7.1.6.4 If Proposer is a corporation and the contract will be performed within California, Proposer must provide proof that it is in good standing and qualified to conduct business in California. AOC may verify by checking with California’s Office of the Secretary of State.

7.1.6.5 Proposer must provide copies of current business licenses, professional certifications, or other credentials.

7.2 Cost Proposal.

The Cost Proposal must include a proposed feeschedule. It is expected that proposers responding to this RFP will offer the proposer’s government or comparable favorable rates.

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.

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this ninety (90) days, the AOC reserves the right to negotiate extensions to this period. The AOC may release all offers upon issuance of a Notice to Award. (See RFP, section 3.0 for *Timeline For This RFP.*)

9.0 EVALUATION OF PROPOSALS

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

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

CRITERIA	MAXIMUM NUMBER OF POINTS
Experience and ability to conduct project (Section 7.1.2)	30
Proposed method to conduct project and project result (Section 7.1.3)	25
Ability to meet timing requirements (Section 7.1.4)	10
Acceptance of the Terms and Conditions (Section 7.1.5)	5
Cost Proposal (Section 7.2)	30
Maximum Score	100

10.0 INTERVIEWS

The AOC 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 be held at the AOC office in San Francisco. The AOC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The AOC will notify eligible Proposers regarding interview arrangements.

11.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the AOC for official files and will become a public record.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

California judicial branch entities are subject to rule 10.500 of the California Rule of Court (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500), which governs public access to judicial administrative records.

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the AOC finds or reasonably believes that the material so marked is **not** exempt from disclosure, the AOC will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, the AOC may disclose all information contained in a proposal, including information marked as confidential or proprietary.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The AOC has waived the inclusion of DVBE participation in this solicitation.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract 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 AOC to receive a solicitation specifications protest is the due date and time for submittal of proposals. Protests must be sent to:

RFP Title: Third Party Claims Administration Services for Trial Courts
RFP No.: LSO 09-13-LM

Administrative Office of the Courts
Fiscal Services Office, Business Services Unit
Attn: Protest Hearing Officer, RFP: LSO 09-13-LM
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

END OF RFP