



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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**TO:** POTENTIAL PROPOSERS

**FROM:** Administrative Office of the Courts  
Finance Division

**DATE:**

**SUBJECT/PURPOSE OF MEMO:** **REQUEST FOR PROPOSALS**

The Administrative Office of the Courts seeks the services of one service provider to provide insurance brokerage and consulting services for the Judicial Branch Worker's Compensation Program (JBWCP)

**ACTION REQUIRED:** You are invited to review and respond to the attached Request for Proposals ("RFP"):

Project Title: **JBWCP Insurance Brokerage and Consulting Services**  
RFP Number: **HR-201101-RB**

**SUBMISSION OF QUESTIONS:** Submit questions to the following email address and include Project Title and RFP Number in subject line: [solicitations@jud.ca.gov](mailto:solicitations@jud.ca.gov).

Deadline for submittal of questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document is **1:00 p.m. (Pacific Time) on July 20, 2011.**

**PROPOSAL DUE DATE AND TIME:** **Proposals must be received by 3:00 PM (Pacific Time), August 3, 2011**

**SUBMISSION OF PROPOSAL:** Deliver proposals to:  
**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden, RFP # HR-201101-RB**  
**455 Golden Gate Avenue**  
**San Francisco, CA 94102**

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## **1.0 GENERAL INFORMATION**

### **1.1 Background**

The Judicial Council of California (JCC) is the governing body of the California Courts. It is chaired by the Chief Justice of the Supreme Court of California. The Administrative Office of the Courts (AOC) is the staff agency that supports the JCC. The Judicial Branch 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) located in each of the 58 counties, the Habeas Corpus Resource Center (HCRC), the Commission on Judicial Performance (CJP) and the AOC. There are three locations for the AOC - San Francisco, Sacramento, and Burbank. The primary AOC location is in San Francisco.

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

1.2.1 The AOC serves as the program administrator for the Judicial Branch Workers' Compensation Program (JBWCP). The program consists of three components: the Trial Courts (TC); the Judiciary which includes the SC, DCA, HCRC, CJP, and the AOC; and 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 AOC, 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 AOC 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 and by July 1, 2004, six more courts participated. Three additional courts joined the program by July 1, 2011, increasing the total participation to 56 courts (excluding Los Angeles and Mono).
- 1.2.7 The JBWCP is a highly decentralized program. The Judiciary, Judicial Officers, and each of the 56 participating trial courts are independent employers which require the need to allow for some decentralized administration of this program. The dates of inception for each trial court are noted on Appendix 1.
- 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 There is an oversight committee for the JBWCP that makes recommendations. The JBWCP which consists of nine court executives. This committee assesses the objectives for the JBWCP.
- 1.3 The RFP, including all attachments, appendices and any addenda that may subsequently be issued, will be available on the following AOC website (“**Courts Website**”):

*<http://www.courts.ca.gov/rfps.htm>*

## **2.0 PURPOSE OF THIS RFP**

- 2.1 The AOC seeks to identify and retain one qualified proposer with expertise in insurance brokerage, risk management consultation services, and specifically California workers' compensation consultative services for the purpose of further developing and maintaining the existing JBWCP. This includes the need for expertise in a self insured workers' compensation environment, and knowledge and ability to forecast the expected ultimate value of outstanding workers' compensation liability.
- 2.2 The selected proposer is expected to have demonstrated public sector experience, program implementation, and program development skills. The proposer 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 a conceptual proposal for services. This is not to be considered a request to solicit or obtain insurance quotations. Do not approach insurers or markets on the AOC's behalf at this time. This RFP is the means for prospective proposers to submit their qualifications to the AOC and request selection as the preferred proposer to perform the services.
- 2.4 Timeframe for Services / Term of Awarded Agreement:
- 2.4.1 The AOC anticipates the initial term of the subsequently awarded agreement will be for one (1) year beginning September 1, 2011 and ending August 31, 2012 ("**Initial Term**"), with the AOC holding options to extend the agreement for up to three (3) consecutive additional one-year terms ("**Option Terms**") defined as follows:
- 2.4.1.1 September 1, 2012 to August 31, 2013 – "**First Option Term**"
- 2.4.1.2 September 1, 2013 to August 31, 2014 – "**Second Option Term**"
- 2.4.1.3 September 1, 2014 to August 31, 2015 – "**Third Option Term**"
- 2.4.2 The option to extend the agreement for any of the Option Terms will be at the sole discretion of the AOC. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.
- 2.4.3 Implementation services and transition from the current provider is expected to occur during the first month of the Initial Term. The current service provider will assist in the implementation period, as appropriate.

### 3.0 PROCUREMENT SCHEDULE

- 3.1 The following key events and key dates shall apply to this RFP:

No.	Key Event	Key Date
1	AOC issues RFP	July 13, 2011
2	Deadline for proposers to submit questions, requests for clarifications or modifications to the Solicitations Mailbox	1:00 PM (Pacific Time) July 20, 2011
3	Answers to questions posted on the AOC's Courts Website	July 22, 2011 (estimated date only)
4	Proposal Due Date and Time	3:00 PM (Pacific Time) on August 3, 2011

No.	Key Event	Key Date
5	Preliminary Proposal Evaluation	August 3, 2011 – August 5, 2011 (estimated dates only)
6	Interviews with top-ranked proposers	Week of August 8, 2011 (estimated dates only)
7	Finalize proposal evaluations and issue Notice of Intent to Award Contract	August 15, 2011 (estimated date only)
8	Negotiations and finalization of contract	August 16 - 28, 2011 (estimated dates only)
9	Execution of contract	August 29, 2011 (estimated date only)
10	Commencement of services	September 1, 2011 (estimated date only)

3.2 All key events and dates are subject to change at the AOC’s sole discretion.

3.2.1 Changes to dates listed for key event nos. 2 and 4 (Deadline for proposers to submit questions, requests for clarifications or modifications, or Proposal Due Date and Time) set forth above, and on the coversheet of this RFP will only be made by posting such changes in an addendum on the Courts Website.

3.2.2 The dates listed for key events no. 3, and nos. 5-10, above, are deemed estimated dates only and may be changed at the AOC’s sole discretion. Prior to the Proposal Due Date and Time, the AOC will communicate any such change by posting a notice to the Courts Website. After the Proposal Due Date and Time, the AOC will communicate such change(s) by providing notice to the impacted parties.

3.2.3 Upon selection of the preferred proposer, the AOC will notify all proposers in writing of their selection/non-selection for award of the services set forth in the RFP. The AOC will subsequently post a public “Notice of Intent to Award” announcement on the Courts Website that will identify the preferred proposer.

3.3 It shall be the sole responsibility of prospective proposers to monitor the Courts Website to ascertain whether the AOC has issued any addenda to the RFP.

#### **4.0 RFP APPENDICES AND ATTACHMENTS**

Included as part of this RFP are the following:

4.1 Appendices:

- 4.1.1 Appendix I. JBWCP Court Enrollment Dates
- 4.1.2 Appendix II. Guidelines for Transfer of Administration of Claims
- 4.1.3 Appendix III. Runoff Claim Data Validation and Collection Template
- 4.2 Attachments:
  - 4.2.1 Attachment A, Administrative Rules Governing Request for Proposals. Proposers shall follow and be governed by the rules, set forth in Attachment A, in preparation of their proposals and all other matters regarding this solicitation.
  - 4.2.2 Attachment B, Contract Terms and Conditions. Contracts with the successful proposer will be signed by the parties on a Judicial Council of California, Administrative Office of the Courts Standard Agreement form and will include terms appropriate for this project. Terms and conditions for the requested services are attached as Attachment B.
  - 4.2.3 Attachment C, Proposer's Acceptance of the RFP's Contract Terms and Conditions or Exceptions to Contract Terms and Conditions. Proposers must either indicate acceptance of Contract Terms and Conditions as set forth in Attachment B, or clearly identify exceptions to these Contract Terms and Conditions. The proposer will be deemed to have accepted such terms and conditions and service requirements, except as is expressly called out in their proposal. If exceptions are proposed, then proposer must also submit:
    - 4.2.3.1 A red-lined version of Attachment B that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and
    - 4.2.3.2 Written documentation to provide an explanation/rationale for each individual change proposed, and which identifies the specific reference/section/sub-section number, and includes (i) relevance of the change, (ii) rationale for proposing the change and (iii) proposed benefit to the AOC for accepting such individual change.
  - 4.2.4 Attachment D, Reference Form. Proposers shall use Attachment D, Reference Form, to provide a list of at least five references for which the proposer has provided similar services in size and scope during the last three years.
  - 4.2.5 Attachment E, Cost Proposal Form. Proposers shall use Attachment E, Cost Proposal Form, to propose rates and fees for the services set forth in this RFP. It is expected that all proposers responding to this RFP will offer the proposer's government or comparable favorable rates and will be inclusive of all pricing necessary to provide the contracted work.

- 4.2.6 Attachment F, Payee Data Record Form. The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor prior to entering into a contract with that vendor. Therefore, proposer's proposal must include a completed and signed Payee Data Record Form.

## **5.0 SCOPE OF SERVICES**

- 5.1 There are two distinct portions of the scope of work. The first addresses the runoff claims that currently remain with the respective counties and the second, addresses the ongoing maintenance and improvement of the JBWCP.

- 5.1.1 Runoff. From the period 1/1/2001 to date of inception, the TC WC claims were adjusted by the respective counties. At the time of inception into the JBWCP these runoff files remained with the counties. The AOC has transferred 17 of the county administered caseloads into the TC program within the JBWCP. The JBWCP seeks to transfer the balance of 38 respective county administered caseloads into the TC program. All transfers followed the process outlined in Appendix II. At no time will more than one transfer take place, each transfer is allotted a minimum of 30 days.

- 5.1.1.1 The successful proposer will provide data verification on:

- 5.1.1.1.1 payments made by the counties on behalf of the court files (DOI: 1/1/2001 to JBWCP inception),
- 5.1.1.1.2 amounts collected by the counties from the courts for the administration and payment of the court files
- 5.1.1.1.3 amounts the court reflect as payments made to the counties for the administration and payment of court files

Please refer to Appendix III for the format used to document data verification.

- 5.1.1.2 The successful proposer will provide:

- 5.1.1.2.1 Project management – Prioritize unresolved counties runoff liabilities based on available data from the counties and courts. Assist the AOC with dispute resolutions on the unresolved liabilities with the counties.
- 5.1.1.2.2 Reserve Analysis – review open runoff claims and determine the adequacy of reserves and exposures.
- 5.1.1.2.3 Data Validation and Collection – Collect and validate all runoff claim data, payments, employment of claimants, allocations assessed by the counties to the courts and incorporate the updated data into the template under



Appendix III. Verify allocations charged by the counties with the courts. Gather additional information as needed for validation purposes.

- 5.1.2 Ongoing Maintenance and Improvement of the JBWCP. The JBWCP provides training seminars for the courts at least twice a year on a variety of WC related topics. These training sessions are typically rolled out at each of the 3 AOC locations. At times the JBWCP will provide specialized training at a court's request. This may occur one or more times per year.
  - 5.1.2.1 The JBWCP has maintained excess coverage for the trial court program at \$2,000,000.00 in excess up to \$25,000,000.00. This coverage is marketed each year as required by the competitive process.
  - 5.1.2.2 There is an oversight committee comprised of 9 court executives throughout the State. The committee determines the goals for the JBWCP on current and long range projects.
  - 5.1.2.3 As more fully described in Attachment B, Contract Terms and Conditions, Exhibit D, Work To Be Performed, the successful proposer will:
    - 5.1.2.3.1 Analyze current and past workers' compensation data and perform actuarial studies.
    - 5.1.2.3.2 Analyze current and past WC data and provide loss control recommendations.
    - 5.1.2.3.3 Provide marketing services for excess coverage.
    - 5.1.2.3.4 Provide annual WC allocation for the JBWCP.
    - 5.1.2.3.5 Assist the AOC in training sessions for the Judicial Branch Entities.
- 5.2 The successful proposer will provide a dedicated project manager who is highly skilled in California WC and can function efficiently in a highly decentralized environment. The successful proposer will meet strict deadlines and deliverables. In addition to the successful proposer's project manager, the successful proposer will provide subject matter experts (SME) in the area of managed care, WC claims, loss control, insurance, reserved funding, and other areas as needed. The AOC's program manager will review the qualifications of the successful proposer's team and have final approval of the project manager and project team.
- 5.3 Marketing of the WC excess program will require that the successful proposer to properly explain the level of decentralization.
- 5.4 The oversight committee typically meets once a year; however, additional sessions may be called on an as needed basis. The successful proposer's project manager and

his/her team will be expected to attend and will present the joint recommendations of the oversight committee and successful proposer in written and electronic format.

- 5.5 The successful proposer will audit the TPA not more than once a year based on established industry metrics, best practices, and the standards set forth by the committee. The current TPA is CorVel Corporation. CorVel's contract commenced on 6/1/2008; prior to this date, the TPA was Tristar Risk Management from the date of inception, 1/1/2003. The audit will include an electronic claim review and paper file review. The claims will be selected on a random basis and will include claims adjusted by all the dedicated adjusters. During the each audit the successful proposer will provide the TPA adjusting location with their preliminary findings at the end of each day and the successful proposer and TPA management will determine whether any immediate remedies are warranted. The successful proposer shall discuss these daily findings with the TPA management. During these discussions the successful proposer will reassess any findings that require modification; the TPA will make any urgent changes that are required. The audit wrap up will be transparent to the TPA. There will be a final wrap at the conclusion of that adjusting location's audit with the TPA location management team, proposer, and AOC's project manager. The audit will also have a managed care component and reserve analysis and legal expense component which will also be reviewed.
- 5.6 The successful proposer shall provide a detailed report of their findings in writing with an executive summary no later than 45 days post audit conclusion in draft format and 70 days post conclusion for the final version. The program manager will review the draft format the final report is issued.
- 5.7 The successful proposer will ensure that the annual actuarial report draft and final version are completed on a timely basis. The draft is due no later than March 1<sup>st</sup> and the final, bound and electronic version is due no later than April 20<sup>th</sup>. The actuarial report drives the allocation. The successful proposer will review, recommend and update the allocation model every fiscal year and provide roll out and implementation support.
- 5.8 The successful proposer shall provide claims and program advocacy services for the JBWCP and program manager with the TPA. This may include quarterly conferences with the TPA and monthly, in person meetings with the program manager, and, the maintenance of an open issues log. The successful proposer will provide minutes of each meeting which will include items discussed during the meeting, plan of action for remedies and any remaining open items. This meeting may be conducted as a telephone conference.
- 5.9 The successful proposer will provide "one off" claim reviews for high exposure/high sensitivity cases; a written report may be required. If there is a need for a written report as determined by the program manager, the report will be provided in draft form first, before a final version is issued.

- 5.10 There may be requests for a list of qualified WC defense counsel from some of the courts. The successful proposer will assist the TPA in creating this list and ensure that proper screening is conducted.
- 5.11 The successful proposer may be required to assist with the TPA selection and other service providers, as needed, through the AOC's Request for Proposal (RFP) process.
- 5.12 Subcontracting of any of the services set forth in this RFP will not be permitted.

## **6.0 EVALUATION OF PROPOSALS**

- 6.1 The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors 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 vendor.
- 6.2 Evaluation Criteria. A total of 100 possible points has been assigned to the criteria set forth below. The points indicate relative weight or importance given to each criterion. The Evaluation Committee will score each proposal, based upon the proposed information for each specified criterion and total possible number of points for that criterion. The evaluation criteria, including the maximum points for each criterion, and the required information to be submitted for this solicitation is set forth as follows:

- 6.2.1 Specialized Experience and Technical Competence. **(30 points)**

- 6.2.1.1 Prior history with decentralized organizations;
- 6.2.1.2 Prior experience with public agencies;
- 6.2.1.3 Prior experience that involved the transfer and management of runoff claims;
- 6.2.1.4 Extent of vendor's workers' compensation audit process, and how many auditors would be assigned; and
- 6.2.1.5 What types of employee retention programs does the vendor have and which employees are eligible to participate.

- 6.2.2 Program Management and Coordination. **(20 points)**

- 6.2.2.1 What is the reporting structure of the proposed consulting team;
- 6.2.2.2 Vendor's plan for coordination of the different components of the program; and

6.2.2.3 Proposed program timeline.

6.2.3 Capacity to Perform the Services. **(10 points)**

6.2.3.1 How well does project plan address the number of personnel required to perform the services, how will vendor obtain additional personnel resources if required to perform the services, and if vendor operates from multiple locations, how is profit and loss (P/L) coordinated between vendor's different locations;

6.2.3.2 What is the chain of management in event a problem requires an escalated review; and

6.2.3.3 How does vendor address coverage backup in the event of absence by either key personnel or support staff necessary to provide the services.

6.2.4 Reasonableness of cost. **(15 points)**

6.2.4.1 Is pricing reasonable;

6.2.4.2 Sliding scale of rates based on level of expertise; and

6.2.4.3 Demonstrated ability to lower total costs of programs similar to the JBWCP.

6.2.5 Acceptance of AOC's Contract Terms and Conditions **(15 points)**

6.2.6 References. **(10 points)**

**7.0 SPECIFICS OF A RESPONSIVE PROPOSAL**

7.1 General requirements:

7.1.1 Proposals shall contain the information specified in this section 7.0, Specifics of a Responsive Proposal.

7.1.2 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted herein. Expensive bindings, color displays, and the like are neither necessary nor desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.

7.1.3 A proposer's pricing/fee proposal shall be based strictly on the RFP as posted, taking into consideration Attachment B, Contract Terms and Conditions, and **NOT** on any exceptions that the vendor may propose to the Contract Terms

and Conditions or any other portion of the RFP. Alternate pricing/fee proposals will not be accepted.

- 7.1.4 Should a proposer make any part of their proposal conditional on the AOC accepting proposer's proposed changes to the Contract Terms and Conditions or any other portion of the RFP, the AOC may deem such conditions to be non-responsive to the requirements of the RFP, and may result in the proposer's proposal being disqualified for further evaluation.
- 7.2 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 8.0, Submission of Proposals, to be considered complete. 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 to the requirements of this RFP, and may result in the proposal being rejected without further evaluation.
- 7.3 The following information shall be included in the proposal:
- 7.3.1 Cover Letter: A letter of transmittal shall be included, with an original signature of an officer, partner, or agent who is authorized to bind the proposal on behalf of the proposer. The letter must include:
- 7.3.1.1 The proposer's designated representative and single point of for all matters regarding the proposer's proposal, including that individual's phone number, fax number, and email address;
- 7.3.1.2 The legal business name of the proposed prime contractor;
- 7.3.1.3 The prime contractor's federal tax identification number;
- 7.3.1.4 The state in which the prime contractor was incorporated, if applicable;
- 7.3.1.5 Number of years in business, and for the previous three (3) years identify all mergers, acquisitions, and initial public offerings;
- 7.3.1.6 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).
- 7.3.1.7 Number of years in providing similar services; and

- 7.3.1.8 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.
- 7.3.2 Table of Contents: A table of contents shall be included in the proposal. It must identify the contents of the proposal in a format consistent with the proposal requirements as outlined, below.
- 7.3.3 Technical Proposal Contents:
- 7.3.3.1 The AOC is seeking a proposer who has a background in highly decentralized environment with expertise in insurance brokerage, risk management consultation services, and specifically California workers' compensation consultative services. All members of the proposer's team (project manager, insurance finance SME, California WC SME, managed care SME and actuaries) **must** have prior experience in this type of environment. The AOC's program manager will require the proposer to conduct annual TPA audits covering the above referenced areas and provide advocacy services when needed. Please outline the prior experiences in these areas for each person that would be assigned to the AOC's account. Your response should include resumes of the proposed service team and details of any models you intend to utilize.
- 7.3.3.2 Describe the competency and qualification levels of the proposer's project manager, California WC SME, insurance finance SME, managed care SME, and actuaries.
- 7.3.3.3 Describe the proposer's work history with decentralized public agencies utilizing a loss sensitive charge back.
- 7.3.3.4 Describe the proposer's experience with charge back systems. Has the proposer ever built a charge back system? If yes, please explain.
- 7.3.3.5 Describe the comprehensiveness of the TPA audit process. Detail whether it contains a managed care component, and/or a legal component. Describe how the audit is quantified.
- 7.3.3.6 Describe the proposer's experience with the coordination and takeover of significant runoff in a decentralized environment.
- 7.3.3.7 Describe whether the proposer has a high level client advocacy model, and detail how it is achieved.

7.3.3.8 The JBWCP sets immediate and long range goals; we also seek assistance in targeting new areas for improved service delivery to our client base. This requires a dedicated 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 under these circumstances.

7.3.3.9 Describe the programs you have in place as an employer to retain your proposed team.

7.3.3.10 The JBWCP works with an oversight committee, this committee could be characterized as a board of directors. Please describe your experiences working in this type of high-level environment.

7.3.3.11 Describe how your proposed project team worked with an oversight committee, including when and in what context.

7.3.3.12 Describe how your proposed team will coordinate and manage the different components of the JBWCP.

7.3.3.13 Detail what you would propose in a one-year timeline for the JBWCP.

7.3.3.14 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 JBWCP's work.

7.3.4 References:

7.3.4.1 The AOC considers references an important part of the process in awarding a contract and will be contacting references as part of this selection. Vendors are required to provide the AOC with reference information as part of their proposals using the reference form included in this RFP. Vendors must provide references from clients for whom they have provided services that are similar in size and scope as this procurement during the last three (3) years.

7.3.4.2 Using the Reference Form set forth in Attachment D, provide at least five (5) references, including at least 2 public entities. Include information as requested on the Reference Form. Please note that AOC will not work through a proposer's Reference Manager to complete a reference check. Please inform proposer's references that they may be contacted by the AOC during June-July 2011.

7.3.5 Proposer's acceptance of, or exceptions to, the AOC's Contract Terms and Conditions:

7.3.5.1 The vendor's proposal must include a completed and signed Vendor's Acceptance of the RFP's Contract Terms and Conditions or Exceptions to Contract Terms and Conditions Form (Attachment C).

7.3.5.2 Should the proposer take any exception to the Contract Terms and Conditions contained in Attachment B, the proposer **must** include:

7.3.5.2.1 A redline of Attachment B that clearly tracks all proposed changes (additions, deletions or modification); and

7.3.5.2.2 Written documentation to provide an explanation/rationale for each individual change proposed, and which identifies the specific reference/section/sub-section number. The written explanation/rationale must include:

7.3.5.2.2.1 relevance of the change;

7.3.5.2.2.2 rationale for proposing the change; and

7.3.5.2.2.3 proposed benefit to the AOC for accepting each such individual change.

7.3.5.3 Although the AOC will consider alternate language, the AOC will not be bound by any proposed alternate contract language received as part of a proposal. If the proposer requires that the AOC be bound by some or all of the proposed contract language, the proposal may be deemed non-responsive and may be rejected.

### 7.3.6 Cost/Fee Proposal

7.3.6.1 Proposers shall use Attachment E, Cost Proposal Form, to propose rates and fees for the services set forth in this RFP. Complete cost proposals will include proposed rates and fees for the initial contract term and all option terms.

7.3.6.2 The proposer's cost/fee proposal showing total cost/fees for providing these services, shall be inclusive of personnel, materials, computer support, 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.

7.3.6.3 As a separate document attached to the vendor's cost/fee proposal, submit a detailed line item budget showing total cost of providing the services specified in this RFP. Fully explain and justify all budget line items in a narrative entitled "Budget Justification".



7.3.6.4 Proposer shall describe and quantify cost saving measures it has implemented with at least one other client similar in size and complexity as the JBWCP, with requirements similar to those in this RFP, by describing the client and its program, providing redacted sample reports and/or presentations, the time frame for which the savings occurred, the total amount saved, and the per FTE savings, in each of the following categories:

7.3.6.4.1 quantified one-time cost savings

7.3.6.4.2 quantified on-going cost savings

Note: Please refer to Attachment A, Administrative Rules Governing Request For Proposals, Paragraph O, Confidential or Proprietary Information.

7.3.6.5 **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** The AOC'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 monthly invoice that meets the criteria set forth in the contract, no deviation will be accepted. Fees will be based on hourly rates, with the exception of the excess marketing which may be billed at a flat rate as specified.

## **8.0 SUBMISSION OF PROPOSALS**

- 8.1 The proposer must prepare a cover letter on the prime proposer's business letterhead to accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, only containing the information specified in section 7.3.1. The letter must be signed by an individual who is authorized to bind his or her firm to all statements contained in the proposal.
- 8.2 Provide an original and five (5) hardcopies of the proposal.
- 8.3 **Provide one (1) electronic copy of the entire proposal in MS Word compatible format (NOT copy-protected)** by submitting it on either a CD-ROM or DVD along with the original and hardcopies of the proposal required per this section.
- 8.4 As services under this solicitation are not anticipated to commence until September 1, 2011, vendor's submitted proposal shall constitute an irrevocable offer for **130 days** following the Proposal Due Date and Time as set forth on the coversheet to this RFP.
- 8.5 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP and must be received no later than the Proposal Due Date and Time as set forth on the coversheet to this RFP.

- 8.6 All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the Proposal Due Date and Time that is marked properly will be securely kept, unopened until the Proposal Due Date and Time. Proposals received after the Proposal Due Date and Time will be deemed non-responsive and will not be considered. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- 8.7 The proposer is solely responsible for ensuring that the full and complete proposal is received by the AOC in accordance with the solicitation requirements prior to the Proposal Due Date and Time and at the place specified.
- 8.8 Any proposal containing information that proposer considers confidential and/or proprietary must comply with the requirements set forth in Attachment A, Administrative Rules Governing Requests for Proposals.
- 8.9 **Submitting proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.**

## **9.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES**

- 9.1 The contract with the successful firm will be signed by the parties on a Judicial Council of California, Administrative Office of the Courts Standard Agreement form and will include terms appropriate for this project. Terms and conditions for the requested services are attached as Attachment B, Contract Terms and Conditions.
- 9.2 Proposers shall follow and be bound by the rules set forth in Attachment A, Administrative Rules Governing Requests for Proposals, in preparation of their proposals.

*End of Base RFP*