



# REQUEST FOR PROPOSALS

## OWNER CONTROLLED INSURANCE PROGRAM

### REVISION 2

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The Judicial Council of California, Facilities Services office, seeks to identify qualified firms to provide Owner Controlled Insurance Program

**RFP NUMBER: FSO-2017-21-HN**

**PROPOSALS DUE: JUNE 19, 2018,  
NO LATER THAN 3:00 PM, PACIFIC TIME**

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## 1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council is the primary policy making body of the California judicial system. The Judicial Council of California (“Judicial Council”) is the staff agency of the Judicial Council. The Facilities Services office is the division of the Judicial Council responsible for the planning, design, construction, and real estate and asset management of facilities for the court system of California.
- 1.2 This Request for Proposals (“RFP”) provides a description of the services sought by the Judicial Council, and describes how qualified insurance brokers should provide an Owner Controlled Insurance Program (“OCIP”) for courthouse construction projects (Projects). Prospective firms should submit their proposals to the Judicial Council in order to receive consideration as a Proposer under this RFP.

## 2.0 REQUEST FOR PROPOSALS AND DESCRIPTION OF SERVICES **[REVISED]**

### 2.1 ABOUT THIS RFP.

- 2.1.1 **PROPOSER(S).** The Judicial Council seeks proposals from qualified firms with expertise designing, marketing, implementing and administrating an Owner Controlled Insurance Program (OCIP) (“Proposals”). Firms for the purpose of this RFP will be referred to as a “Proposer(s)”. The Judicial Council anticipates a Standard Agreement will be issued to one Proposer to provide OCIP services for the Judicial Council’s courthouse construction projects.
- 2.1.2 **SERVICE AREA.** The Judicial Council prefers to enter into a Standard Agreement with Proposers that can provide OCIP services statewide. All Proposers are required to complete Attachment 10 – Service Area Form, which is to be included as part of the Technical Proposal. The Judicial Council will consider Proposers who can only provide services in certain regions/counties of California. Please note, the number of counties excluded from a Proposer’s service area in Attachment 10 will be taken into consideration during the evaluation and scoring of Proposals.
- 2.1.3 **STANDARD AGREEMENT.** Posted with this RFP is the Judicial Council’s form of a Standard Agreement (“Agreement”), including the indemnification provision that the Judicial Council will include in that Agreement, which the Judicial Council will utilize for services. The initial term of the Agreement will be five (5) years. Two (2) subsequent one (1)-year extensions may be offered at the sole discretion of the Judicial Council.
- 2.1.4 **RFP ADMINISTRATIVE RULES.** The Judicial Council’s Administrative Rules governing this RFP can be found in Attachment 1. By virtue of submission of a Proposal, the Proposer agrees to be bound by said Administrative Rules.

The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is

the Judicial Council or the State of California responsible for the cost of preparation or any expenses incurred in responding to this RFP. A submitted Proposal will be retained for official files and becomes a public record.

- 2.1.5 **LICENSING.** All Proposers, and subcontractor(s), employees or agents thereof, performing work per agreements awarded under this RFP must have, at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being performed. If the possession of any license(s) is required under law for the performance of the work, the Proposer must ensure that the work will be performed either by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.
- 2.1.6 **PREVAILING WAGES.** To the extent the Standard Agreement pertains to public works projects, all Proposers and subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available online at: <http://www.dir.ca.gov>. All Proposers and subcontractors thereof shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.
- 2.1.7 **NO FOLLOW ON CONTRACTING.** For any Project that a Proposer is providing consulting services pursuant to an agreement awarded by this RFP, the Proposer is prohibited from also providing construction services on that same Project under any separate contract or agreement the Proposer may have with the Judicial Council.
- 2.1.8 **INSURANCE.** The successful Proposer will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, Automobile Liability and Professional Liability pursuant to the insurance provisions in the Agreement. Policy limits and insurance requirements are specified in the Agreement. Insurance requirements may be increased as determined by the scope of work.
- 2.1.9 **SUBCONTRACTING.** Use of subcontractors **will be** permitted; however, any Proposer with whom the Judicial Council contracts with will be the sole point of contact with the Judicial Council, will be solely responsible for the supervision and the acts of its subcontractors, and must warrant the work of such subcontractors as if it were the Proposer's own work.
- 2.1.10 **BACKGROUND CHECKS.** The selected Proposer(s), their employees and subcontractors shall cooperate with the Judicial Council if the Judicial Council chooses to perform any background checks. Any Background checks performed will be in accordance with the Judicial Council's Background Check Policy.

2.1.11 The Judicial Council cannot guarantee the amount or duration of the awarded work.

2.1.12 Common questions for this RFP may include the following:

**1. Question:**

Will the successful Proposer be entitled to any compensation before the Notice To Proceed has been issued to the Design Build contractor?

**Response:**

Under Section 5.0, Compensation/Payment/Information, the Judicial Council cannot pay the Firm Fixed, Not to Exceed, any fees, and/or insurance premiums for any of the projects until a Notice to Proceed has been given to the CM@Risk Contractor.

**2. Question:**

Is this all public funding or is there some public/private partnership?

**Response:**

There is no private funding – it is all public funding.

**3. Question:**

Who is the incumbent Broker?

**Response:**

There is no incumbent Broker as these are new projects.

**4. Question:**

Can you expand upon the coverages the Broker will be asked to market?

**Response:**

Including but not limited to General Liability, Workers' Compensation, and Excess Liability.

**5. Question:**

Assuming the projects move forward, will the Judicial Council consider a contractor controlled insurance program (CCIP) if it is proposed by the awarded CM@Risk contractor, or is it committed to the OCIP concept?

**Response:**

The Judicial Council is committed to an OCIP only.

**6. Question:**

Will the Proposers be interviewed in order to complete the selection process, or negotiate costs?

**Response:**

No interviews or negotiations will take place. Selection is based on information provided by the proposer in their written response.

**7. Question:**

If a submitted proposal is lacking a required item(s), will the Judicial Council contact the Proposer to request the missing item or information?

**Response:**

The Judicial Council will not contact Proposers to request any items or information missing from a Proposer. It is the Proposer's responsibility to submit a complete proposal by the Response Due Date.

**8. Question:**

What is the Judicial Council looking for when evaluating the response to RFP's?

**Response:**

The written RFP response is the Proposer's only opportunity to communicate its qualifications to the review panel. General statements that are not supported by details and specific examples are scored at face value.

**2.2 DESCRIPTION OF SERVICES.** The Proposer will provide: program design, marketing, administrative, claims, loss control and safety services for an OCIP for various courthouse construction projects. **[REVISED]**

**2.2.1 Project sites, listed in Attachment 13-Description of Courthouse Construction Projects, over the course of the projects, the Judicial Council will require:**

- a) **One (1) full-time equivalent ("FTE") senior safety and loss control consultant for the Redding project, one roving FTE senior safety and loss control consultant for Northern California projects, and one roving FTE senior safety and loss control consultant for the Southern California projects. Onsite safety and loss control professionals are required to have experience with the services specified in Section 2.4.3, Safety and Loss Control Services, of this RFP.**
- b) **Safety and loss control consultants must be onsite or visit project sites throughout the duration of the project including ramp up through completion.**
- c) For peak construction, one full time on-site safety professional will be required.
- d) **The cost for the safety and loss control professional(s) shall be included in the Proposer's cost proposal and such cost to be paid by Proposer.**
- e) Any safety professional provided by the insurance carrier shall be in addition to the Judicial Council's requirement and no additional fees shall be charged to the Judicial Council.

2.2.2 It is the intent that these projects will commence and be completed according to the planned schedule; however, it is possible the project could be delayed or even cancelled. If the project is delayed and takes longer than projected, the proposed fee shall cover the entire project, regardless of extensions.

2.2.3 At this time, Proposers are not authorized to approach insurers or other underwriting sources on behalf of the Judicial Council. We specifically

request that no insurance market contact be made on behalf of the Judicial Council and that no market reservations or commitments be made for any purpose with respect to any insurance or reinsurance to be provided to the Judicial Council. Violation of this request may be subject to the disqualification of any Proposer.

- 2.2.4 Contract award will be based on the combined Technical and Cost Proposal scores as described herein. Proposals submitted in response to the RFP, and deemed responsive and responsible, will be evaluated with the intent to award a contract to the highest ranked Proposer.

## 2.3 **Objectives**

Proposer objectives are as follows:

- 2.3.1 To develop a plan to effectively design, market, implement and manage a successful OCIP on behalf of the Judicial Council for the projects listed in **Attachment 13-Description of Courthouse Construction Projects**.
- 2.3.2 To cultivate and promote, through effective communications and actions, a unified goal for the safe completion of the project by all parties participating in the OCIP including the Judicial Council, its subcontractors, consultants, General Contractors and all levels of affiliated parties.
- 2.3.3 To assist and support all participating parties in their establishment of the safest possible work environment that will protect employees and members of the public and encourage safety awareness at every level by providing safety consultation and suggesting, helping with or implementing loss control programs or procedures.
- 2.3.4 To provide key OCIP data and documentation critical to evaluation of the success of the OCIP, including, but not limited to:
- 2.3.4.1 Providing accurate, complete and timely reports which provide program costs and expenses including losses and the resultant cost savings achieved for the program.
- 2.3.4.2 Identifying any OCIP procedures which cause unnecessary administrative burden on the part of the Judicial Council Project Management personnel and recommend procedures to minimize the situation.
- 2.3.5 Substitution of a key team member will not be allowed without prior written approval from the Judicial Council.

## 2.4 **Tasks**

The successful Proposers shall provide all services required by Judicial Council and will perform, at a minimum, the tasks listed below for the following major program components:

- Design, Marketing and Program Procurement
- Administrative Services
- Safety and Loss Control Services
- Claims Management Services
- Risk Management Information Services

Proposals should clearly describe the OCIP services the Proposer will provide if awarded a contract under this RFP.

Proposers are encouraged to offer concepts that will save money and provide superior service while affording maximum protection to Judicial Council, its consultants, contractors and all levels of Subcontractors and affiliated parties. The selected Proposer shall be expected to work closely with Judicial Council personnel to provide these services.

#### **2.4.1 Design, Marketing and Program Procurement**

- 2.4.1.1 Analyze and assess the various risks associated with the project and determine the level of insurance coverage needed to protect the Judicial Council from financial loss.
- 2.4.1.2 Provide an overall conceptual strategy for procurement of the OCIP including consideration of insurance coverage terms, exclusions, markets, market capacity and constraints, risk retention or self-insurance levels, approximate premiums, and deductibles.
- 2.4.1.3 Design the broadest possible insurance program with reasonable deductibles at the most reasonable cost that adequately protects the Judicial Council, participating contractors, and all other parties against the potential risk arising out of the construction activities of the project. Structure the program to eliminate gaps or overlaps in policies and to provide coverage enhancement(s) that will benefit the Judicial Council without limiting or reducing the required coverages.
- 2.4.1.4 Produce a comprehensive submission that incorporates all elements of the program design acceptable to and approved by the Judicial Council. Provide the insurance market(s) with sufficient information to underwrite and price the program in the best interest of the Judicial Council. Provide a copy of the proposed submission document(s) to the Judicial Council for review and approval prior to distribution to underwriters.
- 2.4.1.5 Present submission to the insurance market(s), request quotations by a specified date, respond to the insurer/underwriter questions, arrange meetings or site tours and provide additional data, as requested. Request all program policies be quoted net of commission.



- 2.4.1.6 Receive and analyze the insurer/underwriters quotations, determine whether they meet the specifications, whether the price is reasonable, and prepare and submit a written analysis to the Judicial Council. Identify the best OCIP insurance solutions including appropriate coverage, policy limits, and risk-financing structure. Contingent commission shall not be accepted and full disclosure shall be required.
- 2.4.1.7 Schedule interviews with the most qualified insurance carriers. Arrange for participation by appropriate Judicial Council personnel in the interview process.
- 2.4.1.8 Provide updates to the Judicial Council regarding the status of the marketing effort as requested.
- 2.4.1.9 Negotiate acceptable terms and conditions, as respects to coverage and premiums, in order to obtain the most comprehensive and cost-effective coverage available. Assure all coverages are placed with reputable and financially responsible insurers.
- 2.4.1.10 Bind coverage as instructed by Judicial Council personnel. Obtain prompt issuance of certificate (COI) and policies after coverage is bound.
- 2.4.1.11 Review all program policies upon receipt to verify conformance with the specifications and negotiations. Request and aggressively follow-up for any required changes or amendments.
- 2.4.1.12 Verify the contract language and accuracy of each policy, binder, certificate, endorsement, financial document or other document received from insurer(s). The Proposer shall provide its comprehensive review by affixing the signature of an authorized representative of the successful Proposer to each page of all coverage documents. Request and aggressively follow-up for any required changes or amendments.
- 2.4.1.13 Verify the accuracy of all rates, premiums charged and the accuracy of all audits
- 2.4.1.14 Submit originals of all policies and endorsements to the Judicial Council promptly.
- 2.4.1.15 Coordinate and obtain ongoing services between the Judicial Council and insurance carriers including safety, claims management, risk management information system reporting and access, health care provider selection and other services as applicable.

- 2.4.1.16 Represent the Judicial Council in all negotiations with insurers, underwriters, insurance regulatory authorities and other parties as respects the OCIP on an ongoing basis.
- 2.4.1.17 Answer insurance coverage and OCIP program questions from the Judicial Council and/or its consultants, contractors or subcontractors in a timely manner. Attend meetings as requested.

## **2.4.2 Administrative Services**

- 2.4.2.1 Design and implement an effective work plan, as detailed by the Judicial Council to establish activities, milestones, deliverables, staffing, reporting intervals and other matters as negotiated in the contract for OCIP services.
- 2.4.2.2 Design and implement an effective plan to accurately calculate the savings realized under the OCIP and transmit the information to the Judicial Council. The plan should include details on the collection and review of all required documentation from participating contractors to determine what premiums would have been paid were the OCIP not implemented.
- 2.4.2.3 Provide a feasibility analysis for the projects to include the projected payroll, credits, OCIP costs, estimated losses, fees and any other applicable costs for the projects. Produce ongoing reports that compare the actual results to the feasibility analysis.
- 2.4.2.4 Assist with the preparation of, and recommendation of, insurance and OCIP language for all construction documents relative to the OCIP including but not limited to Invitation to Bid Documents, OCIP Procedure Manual, Safety Manual, Pre-Bid Materials and related documents. Review and analyze contract or specification documents to ensure all necessary OCIP provisions, including credit tracking, have been correctly and consistently incorporated in all documents.
- 2.4.2.5 Assure the OCIP complies with all relevant laws and regulations.
- 2.4.2.6 Establish procedures and create flow charts with timelines for all administrative processes related to the OCIP to include credit tracking, enrollment, payroll reporting, claim reporting, meeting attendance, monthly progress reporting and close out procedures.
- 2.4.2.7 Prepare and distribute pre-bid documents to contractors and subcontractors as needed which provides information about the program and establish procedures including credit tracking methods, eligibility for participation, enrollment, payroll reporting, safety program, claims reporting, statistical recordkeeping and other requirements.

- 2.4.2.8 Prepare and distribute an OCIP Procedure Manual that provides detailed information about the program and established procedures including credit tracking methods, eligibility for participation, enrollment, payroll reporting, safety program, claims reporting, statistical recordkeeping and other requirements.
- 2.4.2.9 Attend pre-bid and pre-construction conferences to explain the program and answer questions.
- 2.4.2.10 Educate contractors thoroughly regarding all aspects of their participation in the OCIP. Provide assistance to contractors as needed to include meetings and assistance with form completion and credit calculations.
- 2.4.2.11 Review contractors' support documents used in estimated OCIP savings for accuracy.
- 2.4.2.12 Ensure timely and accurate enrollment of all parties to be insured by the OCIP. Follow up for missing enrollment information.
- 2.4.2.13 Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties.
- 2.4.2.14 Issue evidence of insurance as required to third parties.
- 2.4.2.15 Request and ensure timely and accurate reporting of contractor payroll as required for reporting purposes, premium calculations and/or to allow for payroll-based loss analysis. Promptly and aggressively follow-up for missing payroll.
- 2.4.2.16 Verify compliance of insurance requirements, established for the projects in addition to coverage provided by the OCIP, by enrolled contractors. Follow-up for evidence of missing or expired coverages.
- 2.4.2.17 Verify compliance of insurance requirements established for the projects by other parties including consultants, vendors and other non-enrolled parties. Follow-up for evidence of missing or expired coverages.
- 2.4.2.18 Keep current on exposure changes and amend the policies as appropriate.
- 2.4.2.19 Request modifications to coverage from underwriters as required. Monitor changes and amendments requested by the Judicial Council, ensuring that the appropriate policy endorsements are issued.
- 2.4.2.20 Verify accuracy of bills, audits, and other premium adjustments. Advance premium when necessary to the insurer.

- 2.4.2.21 Produce timely, accurate and concise invoices.
- 2.4.2.22 Process in a timely manner and be responsible for any funds to or from the Judicial Council (except brokerage fees) entrusted to the successful Proposer until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond this agreement's expiration date until all the entrusted funds are received by the payees.
- 2.4.2.23 Facilitate insurer premium audits.
- 2.4.2.24 Facilitate timely contractor close out calculations.
- 2.4.2.25 Coordinate the timely filing of required workers' compensation statistical reports.
- 2.4.2.26 Monitor insurers' financial status; advise immediately of any downgrading of insurer's financial status; evaluate impact to the Judicial Council and actions to be taken to protect the Judicial Council's interest. It is expected that the successful Proposer will immediately advise the Judicial Council of anything that can adversely affect the financial stability or coverages within this OCIP program. An internal analysis and review of reporting agencies such as A.M. Best or Moody's would be expected.
- 2.4.2.27 Provide advice regarding other coverages or other OCIP insurance programs/subjects if requested by the Judicial Council.
- 2.4.2.28 Meet monthly or as needed with Judicial Council personnel to discuss insurance issues, claims, loss trends and other matters affecting the OCIP.
- 2.4.2.29 Provide ongoing process improvement to include the identification and recommendation of methods or procedures that would more efficiently expedite the flow of information and/or documents and minimize the necessity of involvement by Project Management personnel.
- 2.4.2.30 Provide, with the concurrence or at the request of the Judicial Council, seminars and training sessions related to coverages or OCIP administrative issues to State Personnel and others as requested by the Judicial Council.
- 2.4.2.31 Collect monthly payroll data by class code.
- 2.4.2.32 Until final close out of the OCIP, provide claims run-off services to include those items listed under Claims Services.

2.4.2.33 Provide a comprehensive monthly report as required by the Judicial Council to enable analysis of the overall program performance, coverages, compliance with insurance requirements and safety and claims activity. The reports shall minimally include:

1. Financial performance of program to date.
2. List of enrolled contractors.
3. Contractors insurance cost information.
4. Reported payroll information.
5. Claim activity to date along with updates on open claims.
6. Listing of missing contractor information or documentation.
7. Copy of latest safety reports with a status of each recommendation.

2.4.2.34 Provide, annually, a stewardship report chronicling the Proposer's activities during the year and make future recommendations. Such a stewardship report shall include:

1. Summary of OSHA reportable incidents.
2. Loss experience with detailed event and cost analysis.
3. Summary of major incidents during the period (a plan for correcting deficiencies can be included where appropriate).
4. Status of any litigation proceedings.
5. OCIP premium expenditures.
6. OCIP costs by category with cost benefit analysis of loss control efforts staffing levels.
7. Schedule of enrolled contractors and their estimated payroll, reported payroll and deducted insurance costs.
8. Projected financial results.
9. Recommended enhancements or changes to program.
10. Observations and recommendations regarding new developments in the insurance marketplace.
11. DVBE participation report.

2.4.2.35 Prepare, at each projects and program end, a closeout report documenting savings and success of the OCIP. In addition to providing the report, the contractor shall perform the following activities:

1. Obtain final payroll information.
2. Assist in resolving all outstanding claims.
3. Audit any dividend or final premium calculation and prepare a findings report.
4. Assist in any negotiations with insurers regarding reserves and applicable adjustments.
5. Assist in collection of return premiums or dividends due under the OCIP from insurers.
6. Allocate returns resulting from a loss sensitive program, if any, according to a previously agreed upon methodology that rewards

the projects based upon safety.

### **2.4.3 Safety and Loss Control Services**

- 2.4.3.1 Proposer-provided professional loss control services at levels described in Section 2.2 Description of Services in order to promote safety awareness and ensure favorable OCIP results. The on-site professional(s) must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience working on projects similar in size and type as described in Attachment 13-Description of Courthouse Construction Projects. At minimum, the on-site safety professional must have the OSHA 30 and Construction Health and Safety Technician Certification (“CHST”).
- 2.4.3.2 Assist the Judicial Council and the general contractors with the development, implementation, oversight, and maintenance of a master OCIP loss control plan, specific to each project, within 30 days of the OCIP services contract award. The program should specify loss control responsibilities for each party to include the Judicial Council, general contractors, subcontractors of all tiers, insurance carrier and Proposer’s personnel;
- 2.4.3.3 Provide risk control services to include periodic exposure, identification, risk evaluation and controls;
- 2.4.3.4 Develop and implement a hazard evaluation and inspection program;
- 2.4.3.5 Develop, implement and institute training programs as requested by the Judicial Council;
- 2.4.3.6 Monitor insurance carrier risk consultant activities, including site visits, reports and follow-up activities ensuring consistent and top-level services; direct insurer safety activities as appropriate;
- 2.4.3.7 Review and recommend changes to safety language for bid specifications and contract language as requested;
- 2.4.3.8 Assist with contractor and subcontractor safety program reviews as requested;
- 2.4.3.9 Evaluate the construction operations and make ongoing recommendations to the Judicial Council as respects the safety program. Include a cost benefit analysis of recommendations as requested;
- 2.4.3.10 Participate, upon the Judicial Council’s request, in all pre-bid, pre-construction, and safety meetings. Promote a positive and serious attitude toward safety;

- 2.4.3.11 Monitor and analyze program loss runs to identify developing loss problems and patterns on an ongoing basis and in conjunction with claims personnel. Recommend and initiate solutions as approved by the Judicial Council;
- 2.4.3.12 Represent the Judicial Council's interest in any safety or loss control negotiations with the insurance carriers;
- 2.4.3.13 Review and comment on the safety provisions in construction contracts and documents and provide recommendations for improvements;
- 2.4.3.14 Attend progress meetings as needed and address safety issues on noncompliance with rules, regulations and the OCIP safety program standards;
- 2.4.3.15 Conduct Pre-work Hazard Assessments as appropriate to identify potential safety concerns and recommend procedures to eliminate or reduce hazards;
- 2.4.3.16 Review contractors' completed Job Safety Analysis (JSA) and recommended procedures on Pre-work Hazard Assessments;
- 2.4.3.17 Report all safety, health, security and environmental issues that result in conflict, and assist in implementing immediate corrections. Interface with the Judicial Council's and Contractors' staff to coordinate timely correction of identified hazards;
- 2.4.3.18 If requested, review safety submittals including safety programs, JSAs, and resumes of construction activities, claims, and trends.
- 2.4.3.19 Assist insurance companies with the identification and establishment of Occupational Health Clinics to be used for injuries covered by the OCIP;
- 2.4.3.20 Assure that notification of OSHA occurs in the event of serious injury or fatality.
- 2.4.3.21 Conduct regular safety inspections with contractor safety representatives, including HazCom compliance, record-keeping reviews and maintaining documentation;
- 2.4.3.22 Conduct and submit quarterly Contractor Safety Records and Performance Audits to assure that OSHA and contract requirements are being met;
- 2.4.3.23 Monitor Contractor compliance with safety regulations and requirements;

- 2.4.3.24 Attend various Contractors' Tailgate Safety Meetings to ensure meetings are being conducted as required by OSHA, and that the meetings are positive and productive;
- 2.4.3.25 Review trends, work procedures, new and revised OSHA regulations, and job safety analysis;
- 2.4.3.26 Review site-specific hazards, requirements and the identification and correction of hazards;
- 2.4.3.27 Assist in the investigation of accidents and conduct accident review meetings within 48 hours of an accident, prepare a review report identifying safety violations, causative agents, corrective actions and disciplinary actions;
- 2.4.3.28 Assure that all appropriate records are maintained as required by State and Federal regulations, and that all Contractors are in compliance.
- 2.4.3.29 Document disciplinary action taken involving employees who fail to comply with OSHA or Project Safety Program requirements;
- 2.4.3.30 Maintain record of project incident and severity rates and total project hours;
- 2.4.3.31 Coordinate and make cost effective use of safety personnel and resources;
- 2.4.3.32 As necessary, assist in the development and implementation of a program-wide Safety Training Program to train the Judicial Council, Consultants and Contractor personnel as needed; i.e., OSHA 10-Hour Course, First Aid/CPR, Confined Space Entry ("CSE") and other specific training as required in the construction safety orders maintaining documentation for these activities;
- 2.4.3.33 As necessary, conduct monthly Contractor Safety Meetings for all OCIP projects on an as needed basis;
- 2.4.3.34 As necessary, conduct a pre-work safety orientation for Contractors' project supervisors and foremen on an as needed basis.

#### **2.4.4 Claims Management Services**

- 2.4.4.1 Assist the Judicial Council in management of claims, to their conclusion, for no additional fees by providing the full range of claims services.



- 2.4.4.2 Assist in the development of a well-coordinated claims program between the Proposer, insurers, the Judicial Council and contractors of all tiers;
- 2.4.4.3 Assist in the development and procurement of a favorable claims service agreement.
- 2.4.4.4 Establish special handling procedures to ensure proper recognition of each claim as an OCIP related claim, with its unique characteristics;
- 2.4.4.5 Develop claim and accident reporting procedures for each major line of coverage. Distribute and make available to all OCIP participants;
- 2.4.4.6 Establish a local network of healthcare providers for each project;
- 2.4.4.7 Develop OCIP claims management and coordination procedures to minimize the cost of claims;
- 2.4.4.8 Arrange for the recommendation or utilization of any identified medical providers or services near each project site. Negotiate fees with medical providers;
- 2.4.4.9 Coordinate the timely filing of workers' compensation and general liability reports to insurance carriers and governmental agencies;
- 2.4.4.10 Provide oversight of the adjustment and settlement of claims and losses including insurance carrier allocated expense activities by the insurer or its authorized third-party administrator;
- 2.4.4.11 Monitor claims management activities and adherence to the claim service agreement;
- 2.4.4.12 Analyze OCIP insurers' claims and loss reserves and negotiate appropriate changes as recommended by the Judicial Council;
- 2.4.4.13 Provide recommendations for cost containment, structured settlements and other areas to reduce claims costs;
- 2.4.4.14 Review the accuracy, adequacy and timeliness of all loss runs and reports and make changes as needed, including the proper designation of claims;
- 2.4.4.15 Provide expert assistance on coverage, policy and claim interpretation;
- 2.4.4.16 Assist the Judicial Council in the resolution of all outstanding claim disputes and to obtain timely payments on all claims. Provide explanations as needed regarding denied or uncovered claims;

- 2.4.4.17 Audit OCIP insurer's claims management prior to quarterly claims meetings about the adequacy of insurer's handling of each open claim with reserves in excess of \$10,000;
- 2.4.4.18 Conduct quarterly claims review meetings with the Judicial Council and insurer representatives;
- 2.4.4.19 Serve as liaison between the Judicial Council and the OCIP insurers for OCIP claims;
- 2.4.4.20 Maintain accurate claim data by accident date, by contractor, and such other criteria as may be relevant or requested;
- 2.4.4.21 Provide claim status reports in form and frequency and severity as requested by the Judicial Council;
- 2.4.4.22 Recommend deductible levels and apply deductibles to appropriate contractors for each claim if requested;
- 2.4.4.23 Assist the Judicial Council in coordinating claims with existing insurance programs, if necessary.

#### **2.4.5 Risk Management Information Services**

Proposer(s) will provide a system or systems that will:

- 2.4.5.1 Provide an annual stewardship report summarizing progress, financial information, relevant activities, safety, claims and other pertinent information, these reports shall be in an electronic format;
- 2.4.5.2 Maintain contractor data to include:
  - 1. List of all contractors including name, address and phone number,
  - 2. List of contractors by tier/relationship (e.g. general contractor, subcontractor, sub-subcontractor, etc.),
  - 3. Contract date, startup date, and completion date for each contract,
  - 4. Experience modification factor, estimated contract amount, description of work, payroll data, labor classifications, rates and premiums,
  - 5. Reported payroll.
- 2.4.5.3 Provide a system to track receipt of required forms for each project, enrollment status and print reports to track missing information;
- 2.4.5.4 Track receipt and transmittal of certificates, policies and endorsements;
- 2.4.5.5 Record information on injuries to persons and damage to property;

2.4.5.6 Record deductible payment information.

**3.0 TIMELINE FOR THIS RFP**

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

Proposers are advised to check the RFP webpage on a regular basis for any updates to the RFP language or change to the Timeline.

EVENT	DATE
RFP issued	May 16, 2018
Pre-proposal Conference	Not Applicable
Deadline for questions	June 7, 2018 3:00 PM Pacific Time
Questions and answers posted ( <i>estimate only</i> )	June 8, 2018
<b>Latest date and time proposal may be submitted</b>	<b>June 19, 2018 3:00 PM Pacific Time</b>
Anticipated interview dates ( <i>estimate only</i> )	Not Applicable
Evaluation of proposals ( <i>estimate only</i> )	June 22, 2018
Notice of Intent to Award ( <i>estimate only</i> )	June 25, 2018
Negotiations and execution of contract ( <i>estimate only</i> )	June 29, 2018
Contract start month/year ( <i>estimate only</i> )	July 2018
Contract end month/year ( <i>estimate only</i> )	July 2025

**4.0 RFP ATTACHMENTS [REVISED]**

The following <b>Attachments</b> are included as part of this RFP	DESCRIPTION
<b>Attachment 1:</b> Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
<b>Attachment 2:</b> Judicial Council’s Standard Agreement	If selected, the person or entity submitting a proposal (the “Proposer”) must sign the Judicial Council’s Standard Agreement form containing terms and conditions (the “Terms and Conditions”).

<b>Attachment 3:</b> 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.  <b>**Please Note:</b> A material exception to a <u>Minimum Term</u> will render a proposal non-responsive. Please see <u>Section 8 (c)</u> for Minimum Terms.
<b>Attachment 4:</b> General Certification Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 5:</b> Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 6:</b> Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
<b>Attachment 7:</b> Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
<b>Attachment 8:</b> Scope of Work	This attachment contains information outlining the scope of work required under this solicitation.
<b>Attachment 9:</b> Price Proposal Workbook	The Proposer must complete this form and submit the completed form with its Proposal.
<b>Attachment 10:</b> Service Area Form	The Proposer must complete this form and submit the completed form with its Proposal.
<b>Attachment 11:</b> Submittal of Questions	Submittal of Questions Proposer may have regarding the RFP. Questions must be submitted on this form.
<b>Attachment 12:</b> OCIP Statement of Qualifications Questionnaire	Proposers provide their qualifications in response to the Questionnaire.
<b>Attachment 13:</b> Description of Courthouse Construction Projects	Judicial Council description and detail of the Courthouse Construction Projects.
<b>Attachment 14:</b> Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 15</b> References, Resumes and Organization	The Proposer must complete all sections and respond to all questions.
<b>Attachment 16</b> DVBE BIDDER/PROPOSERDECLARATION	The Proposer must complete all sections of this form.
<b>Attachment 17</b> DVBE Enterprise	The form must be completed by all DVBEs.
<b>Attachment 18</b> Mandatory Minimum Requirements Checklist	This form must be completed by all proposers.
<b>Attachment 19</b> <b>Evaluation Scoresheet</b>	Sample of the Evaluation Scoresheet that will be used to evaluate the Technical Proposal.

## 5.0 COMPENSATION/PAYMENT INFORMATION **[REVISED]**

**5.1 The proposed work shall be based on a five-year contract for the entire Scope of Work for the proposed projects outlined in this RFP. Should the Judicial Council elect one or more of the two one-year optional extensions, additional fees**

**for brokerage services will be based on the rates listed in the Cost Proposal of this RFP.**

- 5.2 The cost proposal shall, at a minimum, meet the engineer’s estimate of minimum hours required for each of the five (5) task categories outlined in the Scope of Work. If a bidder proposes less hours than the engineer’s estimate in any task category, its proposal shall be deemed non-responsive. However, a bidder may, as it deems appropriate, propose more hours than the engineer’s estimate in any of the task categories. During the life of the contract, the Judicial Council has the right to amend the distribution of hours within the bidder’s estimated hours.**
- 5.3 The Cost Proposal, and only the Cost Proposal, shall show fees for all services required to operate the OCIP in accordance with the Scope of Work requirements of this RFP. The only form of broker compensation allowed under this OCIP are fees paid by the Judicial Council pursuant to an executed agreement. A broker cannot accept policy commissions or contingent commissions on insurance premiums paid under this OCIP. If commissions are accepted under the workers compensation, the general liability, or the excess liabilities placements, they must be credited against the fees proposed under this service contract. Full transparency and disclosure of any policy commission or contingent commission will be required of the selected broker even if it is not their normal practice to accept such contingencies.**

## **6.0 PRE-PROPOSAL CONFERENCE**

The Judicial Council **will not be holding** a pre-proposal teleconference.

## **7.0 SUBMISSIONS OF PROPOSALS**

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section 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 (i) non-cost portion (Technical Proposal) and, (ii) the cost portion (Price Proposal).
- 7.2.1 The Proposer must submit **one (1) original copy** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- 7.2.2 The Proposer must submit **one (1) original copy** of the cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion of the proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate

from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.

- 7.2.3 The Proposer must submit an electronic version of the entire proposal on **one (1) USB memory stick/flash drive**. The files must be in PDF, Word, or Excel formats.

Please use the following naming convention for electronic files:

*'Abbreviated Name of Company\_non-cost\_FSO-2017-21-HN'*.

*'Abbreviated Name of Company\_cost portion\_FSO-2017-21-HN'*.

- 7.3 Proposals must be delivered by the date and time listed in the RFP Timeline and on the coversheet of this RFP to:

Judicial Council of California  
Attn: Lenore Fragas-Roberts, RFP No. FSO-2017-21-HN  
Branch Accounting and Procurement  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102

**PROPOSERS ARE STRONGLY ENCOURAGED** to place the sealed non-cost portion envelope, the sealed cost portion envelope and the USB drive in a single shipping envelope to cut down on shipping costs.

- 7.4 Late proposals **will not** be accepted.
- 7.5 **Questions.** Clarifications, modifications or questions regarding this RFP shall only be submitted to the Judicial Council using the format provided in Attachment 11. Requests for clarifications, modifications or questions regarding this RFP must be submitted via e-mail to [CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov) no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council shall be made only through the email address.

Proposers and their subcontractors must not contact any Judicial Council personnel regarding this RFP in any other manner other than set forth in this section 7.5. Violation of this restriction **may** result in disqualifying a Proposer from consideration for an award under this RFP at the sole discretion of the Judicial Council.

**TELEPHONE CALLS TO JUDICIAL COUNCIL PERSONNEL WILL NOT BE ACCEPTED AND MAY RESULT IN DISQUALIFICATION AT THE SOLE DISCRETION OF THE JUDICIAL COUNCIL.**

- 7.6 Proposal Delivery Method. 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 **[REVISED]**

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

8.1.1 The Proposer's 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 an agreement. In addition, Proposer shall submit an organizational chart of the proposed team members that will provide OCIP services under this RFP.

8.1.2 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.

### 8.1.3 **Individual Experience and Qualifications of Proposed Team Members**

8.1.3.1 For each individual listed on the organizational chart, a current and complete resume must be provided. Missing resumes of any proposed team members listed within the organizational chart will cause the proposal to be rejected as non-responsive and will not be scored. The information should be structured to emphasize the relevant qualifications and experience of each team member including all personnel your firm has identified. Each team member must have at least three (3) years of OCIP experience unless otherwise addressed in the RFP. This should include, at a minimum, the following information:

- a. Number of years with the firm.
- b. Office location.
- c. Number of years' experience working with OCIP insurance programs.
- d. Details regarding prior OCIP insurance experience by providing at least two prior OCIP insurance examples of projects completed within the last five years. Highlight their role in each OCIP example. Include the dates for the duration that the individual worked on each OCIP example.
- e. A detailed description of their proposed role and duties for the Judicial Council program.
- f. A relevant client reference for Account Manager having day-to-day program management responsibility for administration of the OCIP including a contact name, phone number and email address. Reference must be for course and scope of work similar to the **Projects** and must describe the work performed for reference.

- References will be contacted within three business days of the Response Due Date. Only two contact attempts will be made.
- If reference cannot be reached by the date the Proposals are evaluated as referenced within the RFP Timeline, than the score for that reference will be zero.

8.1.3.2 Substitution of a key team member will not be allowed without prior written approval from the Judicial Council.

8.1.4 Completed Service Area Form;

8.1.5 **Firm Experience**

8.1.5.1 Submit three (3) examples of projects completed within the last five (5) years, of the proposed firm's experience in providing OCIP program design, marketing, administrative, and safety and loss control services for other governmental client projects similar to the projects outlined in Attachment 13 – Courthouse Construction Projects. A relevant example will include at minimum:

- a. Information for each example must include, at a minimum, type of project, construction value, list of services provided, and length of construction.
- b. Highlight your involvement with OCIP insurance programs for governmental entities by providing specific examples of past OCIP's similar to this OCIP.
- c. A reference for each of the three (3) examples listed under **Firm Experience**:
  - References must be provided on a separate page (including all required information and/or documentation).
  - References will be contacted within three business days of the Response Due Date. Only two contact attempts will be made.
  - If reference cannot be reached by the date the Proposals are evaluated as referenced within the RFP Timeline than the score for that reference will be zero.

8.1.6 **Scope of Work Overview**

Specific to the Judicial Council's program as described in the **SCOPE OF WORK**, under Section 2.2, provide specific details regarding your performance of the services required by the **SCOPE OF WORK**. This section should be organized as follows:

- a. Marketing
- b. Administration Services.
- c. Claims Management Services.



#### 8.1.7 **Safety and Loss Control** [REVISED]

Describe your philosophy and approach to implement and administer the safety and loss control management program specific to the proposed project identified in the **Projects**. The description shall include at a minimum:

- a. **Provide your firm's approach to allocating on-site safety and loss control professionals having day-to-day safety responsibilities to ensure that the services described in Section 2.4.3 of this RFP are being implemented and administered appropriately and effectively.**
- b. **Please provide a list of names of all personnel who will have day-to-day responsibility for servicing the OCIP. Include resumes of the on-site safety and loss control professionals' experience and professional qualifications. On-site professionals' must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience working on projects similar in size and type as the Projects. At a minimum, the on-site safety professionals' must have the OSHA 30 and CHST certifications.**
- c. Describe any related training that will be provided to employees of enrolled contractors and to any employees of the Judicial Council.
- d. Identify the lead/oversight personnel responsible for the onsite safety professional at each project location and provide their resume(s) detailing at a minimum 10 years of experience in OCIP safety oversight.

#### 8.1.8 **Management Information Systems**

Describe the capabilities of your management information system to be utilized for the project identified in the **Projects**. Provide detail with regard to the exact types of information your system(s) can track. The description shall include at a minimum:

- a. Details regarding the online capabilities of your system(s) contractor enrollment process.
- b. Provide three examples of standard reports that have been utilized on previous OCIP(s) including details on what the reports are capturing.
- c. Provide what sets your firms system apart from the competitors.

#### 8.1.9 **Quantification of OCIP Savings**

The Judicial Council will ask contractors to bid without the cost of their insurance when bidding on this project. Describe in detail how your firm would capture the savings resulting from the use of an OCIP. Include examples of insurance manual language, contractor enrollment forms, and savings reports as part of your response to your firm's approach.

#### 8.1.10 **OCIP Challenges**

Provide a specific description of any potential problems that you would anticipate encountering during the term of the program. Indicate how your firm will overcome these challenges, and the proposed solutions to those

problems. At a minimum, identify challenges that you would foresee in the following categories:

- a. Marketing
- b. Administration Services.
- c. Safety and Loss Control
- d. Claims Management Services.

#### 8.1.11 **OCIP Implementation Plan and Timeline**

Provide a plan and timeline schedule for the design, implementation and ongoing management of the OCIP. The plan and timeline schedule should begin with the date of notification of award per Timeline listed within this RFP. At a minimum, include the following information:

- a. A list of the required tasks including start and completion dates along with the responsible team member(s).
- b. A description of any deliverable(s) to be provided with each task.
- c. Details regarding your firm's approach to manage, control, and/or supervise the work plan to ensure satisfactory implementation and completion.

#### 8.1.12 Mandatory Minimum Requirements for Proposers:

Proposers must complete and meet all of the Mandatory Minimum Requirements of Attachment 18 Mandatory Minimum Requirement for Proposers Checklist of this RFP. Proposers must meet all Mandatory Minimum Requirements by marking Yes or No to the items listed below. Furthermore, Proposer must complete all required requests for information.

Response Format:

- A "Yes" indicates that the Proposer understands the Requirement as stated in the RFP and shall comply with the Requirement.
- A "No" indicates that the Proposer does not understand the requirement and there cannot assure its compliance or does understand the Requirement but does not plan to comply with the Requirement.

**Note: A "No" response to any of the Mandatory Minimum Requirements will cause the proposal to be rejected as non-responsive and will not be scored.**

The Mandatory Minimum Requirements are:

1. The Proposer must have at least one physical office location within California at the time the Proposer's submission is made.
2. The successful Proposer shall maintain at least one physical office locations within California during the term of any contract awarded pursuant to this RFP.

3. The Proposer shall possess appropriate licensure as an insurance Broker or agent from the California Department of Insurance. The successful Proposer shall maintain all requisite licensure at all times during the term of any contract awarded pursuant to this RFP.
4. The Proposer must provide a valid Department of Insurance license number with Proposer's submission.
5. The Proposer must be registered with the State of California, Secretary of State, if required by law.
6. Provide an organizational chart of the proposed adequately staffed team that includes: Name, title, role of all personnel including any subcontractors, back-up personnel, or consultant firms who will be assigned to the Judicial Council program. The Proposer must specifically designate:
  - a. The name and the title of the person who will be fully responsible for all aspects of the Judicial Council program.
  - b. The name of the Account Manager having day-to-day program management responsibility for administration of the OCIP.
7. The person identified in item 6.a. above must have at least 10 years of experience in marketing, underwriting, designing OCIP programs and performing other insurance/risk management related services as defined in this RFP and must reside in California.
8. The person identified in item 6.b. above must have at least 10 years of experience with day-to-day OCIP program management that includes administration oversight, contractor enrollment, and coordination of other activities as required in this RFP and must reside in California.
9. The Proposer must provide a current and complete resume for all individuals listed on the organization chart as required above in item 6.
10. The Proposer shall submit a completed index of attachments included in their Proposal.
11. The Proposer must provide three (3) references, for projects completed within the last 5 years, for the firm as required on Attachment 15-References and Resumes Any and all required information and/or documentation identified on Attachment 15- must be submitted to be considered responsive. References must be for course and scope of work similar to the requirements in this RFP.

**8.2 Cost Proposal.** The following information must be included in the Cost Proposal in accordance with the requirements of this RFP and with Section 5.

- 8.2.1 Completed Attachment 9–Cost Proposal with a Firm Fixed-Not to Exceed for OCIP services referenced in this RFP;
- 8.2.2 A full written explanation of all other budget line items in a narrative entitled “Budget Justification”;
- 8.2.3 All rates and prices in the Firm Fixed – Not to Exceed must be fully burdened and inclusive of all costs, benefits, expenses, overhead, and profits payable referenced in this RFP and in Attachment 9–Cost Proposal.

### **8.3 Acceptance of the Terms and Conditions.**

- 8.3.1 On this **MANDATORY** Acceptance of Terms and Conditions form (Attachment 3), the Proposer must indicate acceptance of the Standard Agreement Terms and Conditions by checking the appropriate box and signing the form, without exception. An “exception” includes any addition, deletion, or other modification and will render your proposal non-responsive.

### **8.4 Certifications, Attachments, and other requirements.**

- 8.4.1 The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- 8.4.2 If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.
- 8.4.3 Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials relevant to the services referenced in this RFP.
- 8.4.4 The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- 8.4.5 The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.
- 8.4.6 The Proposer must complete the Iran Contracting Act Certification (Attachment 14) and submit the completed certification with its proposal.

**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 CONTRACT TERMS AND OFFER PERIOD

- 9.1 All submitted Proposals shall constitute and be an irrevocable offer by the Proposer that is valid for ninety (90) days following the Proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Proposers. The Judicial Council may release all offers not selected under this RFP upon issuance of a Notice of Intent to Award.
- 9.2 An Agreement with successful Proposers will be formed according to the Judicial Council’s Standard Agreement posted with this RFP. The initial term of the Agreement will be for five (5) years. Two (2) subsequent one (1)-year extensions may be offered at the sole discretion of the Judicial Council. **Please Note:** The Firm Fixed Price submitted in the Proposer’s Proposal shall remain fixed and will not be subject to any form of economic price adjustment during the initial term of the Agreement. Economic price adjustments for Firm Fixed Price on subsequent terms, if any, shall be at the sole discretion of the Judicial Council. **Any economic price adjustment provision referenced on a Proposer’s Proposal will disqualify the Proposer from consideration for an award.**
- 9.3 The Judicial Council reserves the right to modify or update the Agreement in the interest of the Judicial Council, in whole or in part at any time up to and through negotiation of the agreement with the prospective Proposer. By submitting for this RFP, the prospective Proposer and their key subcontractors acknowledge that a) the Proposer will provide the services required in the Agreement, and b) it has no objection, to or use of, the Agreement.
- 9.4 Payment terms will be specified in the Agreement. However, Proposers are hereby notified that payments are made by the Judicial Council, and the Judicial Council does not make any advance payment or progress payments for services. Payment by the Judicial Council is normally made based upon completion of services and tasks as provided for in the Agreement between the Judicial Council and the selected Proposer.
- 9.5 As projects arise, the Judicial Council will solicit proposals based on the Judicial Council’s expressed needs for the project from one (1) or more highest-ranked Proposers responding to this RFP via a Services Request Form. The Judicial Council will then evaluate the proposals received based on Service Area, cost, schedule, and scope of work proposed and select the best-ranked Proposer for the requested OCIP services. Once a Proposer has been selected, the Judicial Council will, under the existing Agreement, enter into a Work Order with that Proposer for the requested services. There is no guarantee that a given Proposer will be awarded a given project or any future projects.

- 9.6 Any changes or modifications to the Terms and Conditions of the Agreement shall require a bilateral amendment to the Agreement at the sole discretion of the Judicial Council.
- 9.7 Any changes or modifications to an authorized Work Order in effect under the Agreement for scope of services, schedule or term, key personnel, and subcontractors, shall require a bilateral amendment to the Work Order at the sole discretion of the Judicial Council.
- 9.8 If a satisfactory contractual agreement has not been signed within 30 calendar days of provision of a contract draft with a selected Proposer, the Judicial Council reserves the right to terminate the award with that Proposer.
- 9.9 The Proposer selected under this RFP will not be precluded from consideration nor given special status in any future requests for proposals issued by the Judicial Council.

**10.0 EVALUATION OF PROPOSALS [REVISED]**

- 10.1 An evaluation panel composed of Judicial Council staff will review and score the Proposals received. The Proposals will be evaluated and scored on a 1,050 point scale using the criteria set forth in the table below:
  - 10.1.1 The evaluation of Proposals is to be performed on a best value basis, including cost. However, the Proposer offering the lowest prices/rates will not necessarily be the Proposer selected. An award, if made, will be made to the Proposers having the highest-scored proposal;
  - 10.1.2 The Judicial Council will award one or more Proposers in descending final score rank until all Service Areas are covered statewide.
- 10.2 If an Agreement will be awarded, the Judicial Council will post an intent to award notice to this RFP’s webpage at <http://www.courts.ca.gov>. [REVISED]

Technical Evaluation - will be evaluated and scored in accordance with a 5-point scale shown in the below table. The Judicial Council’s evaluation committee will provide a consensus score. The Technical Proposal can receive a maximum of 700 points, or 70 percent of the total score. **The Evaluation Factor/Sub Factor Weight can be found in Attachment 19, Evaluation Scoresheet.**

Evaluation Factor/Sub Factor Weight X Consensus Rating = Weighted Score

Consensus Rating (Range: 0-4)	Rating Definitions
4	Exceeded All Requirements
3	Partially Exceeded Requirements
2	Met All Requirements
1	Partially Met Requirements
0	Requirements Not Met

EXAMPLE ONLY	WEIGHT		CONSENSUS RATING		WEIGHTED SCORE
Proposer's Approach to Technical Proposal	2	X	3	=	6

10.3 Once a proposal has been evaluated for administrative and technical requirements and after the technical scoring has been completed, sealed envelope, which was submitted in a separate sealed envelope) will be opened, evaluated and scored.

### 10.4 Proposal Scoring

10.4.1 The RFP Technical Requirements has the below possible points:

Possible 700 Points	Subject Area Being Evaluated
72	Firm Experience
140	Individual Experience and Qualifications of Proposed Team Members
64	Scope of Work Overview
204	Safety and Loss Control
52	Management Information Systems
40	Quantification of OCIP Savings
64	OCIP Challenges
64	OCIP Implementation Plan and Timeline
<b>700</b>	<b>Total Possible Points for Technical Requirements</b>

10.4.2 The RFP Cost Sheet has the below possible points:

<b>Possible 300 Points for Cost Proposal</b>	<b>300 Points</b>
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10.4.2.1 Cost Sheet Evaluation – The below information is being provided for information only. The evaluation committee will determine the points based on the information derived from the Proposer's RFP Submission.

10.4.2.2 The Cost Sheet can receive a maximum of 300 points, or 30 percent of the total score.

The Judicial Council seeks Contractors capable of efficiently delivering quality and reasonably priced services, and Cost Proposals will be evaluated with attention paid to those factors. The lowest responsive Cost Proposal submitted will be awarded the full **300** points.

The lowest cost proposal is awarded the maximum cost points. The other proposals are awarded cost points based on the following calculation:

Proposal cost points are determined by dividing the lowest cost proposal amount by the considered proposal amount, and multiplying the result by 300 points.

**Example:** Lowest cost proposal = \$75,000  
The lowest cost proposal receives 300 points.  
Other cost proposal = \$100,000  
The other cost proposal receives 225 points.  
(75,000/100,000 = .75 x 300 points possible = 225 points)

NOTE: If, in the further review of the Cost Sheet, a mathematical discrepancy is found, the Firm Fixed, Not to Exceed line amounts for each project name will be considered correct and the discrepancy will be adjusted accordingly in the Total.

10.4.3 The total points possible for the Owner Controlled Insurance Program evaluation are: **[REVISED]**

<b>Criteria</b>	<b>Points Possible</b>
RFP Technical Requirements	700
RFP Cost Sheet	300
DVBE Incentive	50
<b>Total Possible Points with DVBE</b>	<b>1050</b>

10.4.3.1 An evaluation panel composed of Judicial Council staff will review and score the Proposals received. The Proposals will be evaluated and scored on a **1,050** point scale using the criteria set forth in the table above with **50 (fifty)** points for DVBE Incentive:

- a. The evaluation of Proposals is to be performed on a best value basis, including cost. However, the Proposer offering the lowest prices/rates will not necessarily be the Proposer selected. An award, if made, will be made to the Proposers having the highest-scored proposal.

If an Agreement will be awarded, the Judicial Council will post an intent to award notice to this RFP's webpage at <http://www.courts.ca.gov>.

## 11.0 INTERVIEWS

The Judicial Council **will not** be holding interviews. However, the Judicial Council, at its sole discretion, may choose to conduct interviews with Proposers to clarify aspects set forth in their Proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council's offices at San Francisco or Sacramento. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding



interview arrangements, if the Judicial Council conducts interviews with perspective Proposers.

## **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 Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

## **13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

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

Eligibility for and application of the DVBE incentive is governed by the JBE’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, 3 (three) points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 10.0 above.

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. Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 16). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 17) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If 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.

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

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 JBE 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.**

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

Eligibility for and application of the DVBE incentive is governed by the JBE's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE's sole determination, 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 is specified in Section 10.0 above.

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").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 16). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 17) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If 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.

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the JBE may request additional written

clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

#### **14.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation protest is the Proposal submission due date referenced in the Timeline of this RFP. (JBCM, Ch. 7, p.4).

Protests should be sent to:

Judicial Council of California  
Attn: Christine Powlan, RFP No. FSO-2017-21-HN  
Branch Accounting and Procurement  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102