



# REQUEST FOR PROPOSALS

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*JUDICIAL COUNCIL OF CALIFORNIA*

**REGARDING:**

**Insurance Brokerage Services**

**RFP#: FS-2019-11-BD**

**PROPOSALS DUE:**

Friday, April 3rd, 2020, NO LATER THAN 3 P.M.  
PACIFIC TIME

RFP Title: Insurance Brokerage Services

RFP Number: FS-2019-11-BD

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## 1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council of California (“Judicial Council”) is the primary policy making body of the California judicial branch. The Risk Management Unit is part of Facilities Services, which is responsible for the planning, design, construction, and risk management of court facilities for the trial, appellate and supreme courts of California. The Risk Management Unit develops and administers risk financing programs designed for the special needs of Judicial Branch Entities.
- 1.2 This Request for Proposals (“RFP”) provides a description of the insurance brokerage services sought by the Judicial Council and describes how qualified insurance brokers should provide insurance brokerage services. Prospective firms should submit their proposals to the Judicial Council in order to receive consideration as a Proposer under this RFP.
- 1.3 Current Risk Financing Program:
  - 1.3.1 In 2007, the Judicial Council established a Business Personal Property and Commercial Crime Insurance Program to provide insurance protection and for damage to participating appellate and trial courts’ furniture, fixtures, equipment, records, carpet, and personal property in the courts’ care, custody and control and loss from commercial crime and faithful performance of duty exposures. Currently, fifty-four (54) trial courts and three (3) appellate courts participate in these programs, for a total insurable value of approximately \$685 Million.
  - 1.3.2 The Judicial Council does not buy all risk property insurance for its court buildings for which it has title and management responsibility. However, for some court buildings, the Judicial Council is required to purchase all-risk property insurance and/or earthquake insurance under the terms and conditions of a form of legal agreement, e.g. bond indenture. Currently, the Judicial Council purchases:
    - 1.3.2.1 All-risk property insurance on twenty-three (23) buildings with total insurable values of approximately \$2 Billion.
    - 1.3.2.2 Earthquake insurance on two (2) buildings with insurable values of approximately \$73 Million.
    - 1.3.2.3 The Judicial Council currently has four (4) new courthouses in construction and expected to start building six (6) in the next three (3) years. Once the construction has been completed, these new courthouses will be enrolled into the

all-risk property insurance policy, with expected insurable value of approximately \$1.2B.

## 2.0 ABOUT THIS REQUEST FOR PROPOSALS (“RFP”)

- 2.1 **PROPOSER(S).** The Judicial Council seeks proposals to contract with a single insurance brokerage firm, led by an experienced account manager based in California, to provide expertise, consultation and solicitation for property and liability insurance that may be needed by the Judicial Council and/or for the benefit of any Judicial Branch Entity (JBE) of the State of California. Brokerage services may be sought for any or all of the specific types or lines of insurance policies listed in the Price Proposal Submission Form (Attachment K) posted at [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm) under RFP Number FS-2019-11-BD (the “Bidders / Solicitations Page”).
- 2.2 **SERVICES.** The Judicial Council shall have no obligation to purchase insurance of any type or in any amount during the term of the Agreement. Upon award and execution of the Agreement, the selected insurance broker (“Broker”) will provide, on an as-needed basis, when and as directed by the Judicial Council’s designated Project Manager (“Project Manager”), any or all of the following consulting and brokerage Services (“Services”). Services must be provided for the various lines of insurance specified, but not limited to, in the Price Proposal Submission Form.
- 2.3 **STANDARD AGREEMENT.** Posted with this RFP as Attachment B is the Judicial Council’s Form of Standard Terms and Conditions (“Agreement”) which the Judicial Council will utilize for the services. The initial term of the Agreement will be five (5) years. Two (2) subsequent two (2) year extensions may be exercised at the sole discretion of the Judicial Council.
- 2.4 **RFP ADMINISTRATIVE RULES.** The Judicial Council’s Administrative Rules governing this RFP can be found in Attachment A. By submitting 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.
- 2.5 **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.

- 2.6 **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.
- 2.7 **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.

### **3.0 DESCRIPTION OF SERVICES**

#### **3.1 MARKETING AND PROGRAM PROCUREMENT**

- 3.1.1 Recommend terms and conditions for each line of insurance coverage to be provided within the program that, with respect to liability coverage, are consistent with California Government Code sections 810 through 995 and California Rule of Court rule 10.810.
- 3.1.2 Recommend levels of retained risk to be considered by the Judicial Council or other JBEs.
- 3.1.3 Recommend insurance markets that are best able to provide the insurance required and relative transition proposal.
- 3.1.4 Provide a conceptual analysis of the cost of each line of insurance for which coverage may be sought.
- 3.1.5 Develop and deliver a written report analyzing exposure data provided by the Judicial Council and discussing issues and appropriate coverage and limits of liability to effectively treat such exposure.

- 3.1.6 Develop and deliver a list identifying insurers and reinsurers with a proven ability to insure public entities, including potential risk retention pools, and that have the capability to meet the Judicial Council's solvency, service and loss control requirements, and that meet all requirements with respect to liability coverage that are consistent with California Government Code Sections 810 through 995, and California Rule of Law 10.810.
- 3.1.7 If requested, make introductions and set up meetings with potential underwriters.
- 3.1.8 The Broker will prepare, in consultation with the Judicial Council's Project Manager and other Judicial Council staff, a detailed implementation plan for each line of insurance for which coverage may be sought, to include:
  - i) Develop specifications for terms and conditions of each line of insurance that may be included in the program.
  - ii) Survey potential insurance underwriters to determine market receptivity to the program as designed.
  - iii) Prepare a final report concerning the feasibility, potential cost and administrative requirements of the line of insurance.
- 3.1.9 Should the Judicial Council's Project Manager authorize Broker to explore the possible purchase of a specific line of insurance, Broker will provide all services necessary to solicit and bind the insurance, including but not limited to:
  - i) Develop and deliver a report for each line of insurance that describes the relevant insurance market, as directed by the Judicial Council, the Judicial Council's and/or JBEs' requirements and priorities, with respect to the following:
    - Overall insurance goals of the Judicial Council
    - Insurance coverage scope and limits required
    - Insurer service requirements
  - ii) If deemed appropriate and requested by the Judicial Council's Project Manager, develop and deliver a list of any excess or surplus lines, insurance companies, brokers, or

reinsurance intermediaries that may be used in making the solicitation for insurance or reinsurance.

- iii) Prepare and provide written documents detailing the final underwriting submissions and market insurance coverage for the line(s) of insurance the Judicial Council desires be solicited for possible purchase.
- iv) Using specifications agreed to by the Judicial Council's Project Manager, solicit and receive competitive policy proposals ("Policy Proposals") from at least three (3) different qualified insurers for each line of insurance solicited.
- v) Assist the Judicial Council in the analysis and evaluation of the Policy Proposals received for each line of insurance, including comprehensively analyzing insurance and reinsurance proposals received with respect to compliance with Judicial Council's and/or JBEs' solicited requirements and other topics as requested by the Judicial Council's Project Manager.
- vi) Broker shall not participate in the actual scoring of Policy Proposals or make the final decision regarding the insurance policy to be purchased.
- vii) Should the Judicial Council's Project Manager authorize binding of the line of insurance, the Project Manager shall provide the Broker with a written instruction to bind the insurance for the Judicial Council or JBE;
- viii) With the exceptions of making offers, binding lines of insurance and invoicing and accepting payment on behalf of insurers, Broker shall not be an agent for any insurer, or represent, or have the authority to make any other binding commitments on behalf of any insurer.
- ix) Subject to written instructions from the Judicial Council's Project Manager, Broker shall bind insurance and provide timely documentation and delivery of insurance and reinsurance contract documents, upon receipt of the insurance policies and contracts from insurers and reinsurers.

### **3.2 Program Administration:**

- 3.2.1 The Broker will provide ongoing administration for each line of insurance bound, including:
- i) Prior to payment by the Judicial Council, Broker shall review insurance and reinsurance policies purchased and subsequent endorsements upon receipt to verify conformance with specifications of the contract.
  - ii) Payment for any insurance bound will be made directly to the Broker by the Judicial Council. Broker will invoice the Judicial Council in accordance with the provisions of the Judicial Council's Standard Terms and Conditions, Exhibit B.
  - iii) Broker is responsible for making timely payment of the insurance premiums to the applicable insurer or reinsurer.
  - iv) Provide certificates of insurance on coverage placed by Broker as needed by the Judicial Council or JBEs to satisfy government entities (including county government), lessors, regulators and other parties.
  - v) Maintain a program management information system acceptable to the Judicial Council's Project Manager that includes each of the following metrics:
    - insurance program coverage specifications and limits of liability;
    - insurance policy register, including premium basis, and minimum premium requirements, if any;
    - register of certificates of insurance by line of coverage and total program.

### **3.3 Risk Control and Claims Services:**

- 3.3.1 The Broker will provide, in coordination with the Judicial Council's Project Manager, claims management services to include:
- i) Assist in claims investigations, claims administration, and loss mitigation programs e.g.



- claim reserve analysis;
- ii) Provide loss control consultations for areas of concern as expressed by either the Judicial Council and/or other Judicial Branch Entities.
- iii) Act as liaison/advocate between the insurance company and the Judicial Council and/or other JBEs as appropriate.
- iv) Submit claims to insurers and re-insurers as appropriate.

**3.4 Additional Background:**

3.4.1 Additional information regarding lines of insurance currently being purchased is provided in Attachment B, Exhibit A, Section 3.0, Services.

**3.5 Accuracy of Information:**

3.5.1 The Judicial Council’s obligations with regard to the accuracy of information furnished to Broker/Contractor are specified in Appendix B, Section 4 of the Judicial Council’s Standard Terms and Conditions (Attachment B).

**4.0 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.

EVENT	DATE
RFP issued	Wednesday, February 26th, 2020
Deadline for questions	Monday, March 9th, 2020
Questions and answers posted	Monday, March 16th, 2020
Latest date and time proposal may be submitted	<b>Friday, April 3rd, 2020</b>
Anticipated interview dates ( <i>estimate only</i> )	<i>Week of April 17th, 2020</i>
Evaluation of proposals ( <i>estimate only</i> )	<i>Week of April 24th, 2020</i>

EVENT	DATE
Notice of Intent to Award ( <i>estimate only</i> )	<i>Week of May 8th, 2020</i>
Negotiations and execution of contract ( <i>estimate only</i> )	<i>Week of May 25th, 2020</i>
Contract start date ( <i>estimate only</i> )	<i>June 2020</i>
Contract end date ( <i>estimate only</i> )	<i>June 2025</i>

## 5.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
<b>Attachment A:</b> Administrative Rules Governing RFPs (IT Services)	These rules govern this solicitation.
<b>Attachment B:</b> Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
<b>Attachment C:</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>Attachment D:</b> General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment E:</b> Darfur Contracting Act Certification	The Proposer must complete this form and submit the completed form with its proposal.
<b>Attachment F:</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 G:</b> Iran Contracting Act Certification	The Proposer must complete this Certification Form and submit the completed form with its proposal.
<b>Attachment H:</b> Unruh Civil Rights Act & CA Fair Employment & Housing Act Certification	The Proposer must complete this Certification Form and submit the completed form with its proposal.
<b>Attachment I:</b> DVBE	Complete this form only if the Proposer wishes to claim

ATTACHMENT	DESCRIPTION
Declaration	the DVBE incentive associated with this solicitation.
<b>Attachment J:</b> Bidders Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
<b>Attachment K:</b> <b>RFP Price Proposal Submission Form</b>	The Proposer must submit pricing, using this form, that reflects the anticipated work to be performed and payment provisions that would be set forth in a subsequent contract, if awarded.
<b>Attachment L:</b> RFP Proposal Submission Form	The Proposer must submit their technical proposal, using this form, that reflects the anticipated work to be performed that would be set forth in a subsequent contract, if awarded.
<b>Attachment M:</b> Schedule-of-Court-Locations-2019-20	This list includes the currently covered locations for the business personal property insurance policy.
<b>Attachment N:</b> Form for Submission of Questions	Proposer shall submit questions by completing and submitting this form to <a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>

## 6.0 PAYMENT INFORMATION

Compensation shall be provided pursuant to the Contract and shall be as follows:

- 6.1 The total amount of compensation (“Total Compensation”) paid to the Broker when a line of insurance is purchased (i.e. when the Project Manager issues Binding Instructions for that line of insurance) is equal to the percentage fee proposed by Broker in the Price Proposal Submission Form multiplied by the Actual Cost of that individual line of insurance.
- 6.2 Broker will, for each line of insurance that is purchased, provide the Judicial Council an original written quotation from the insurance company, reinsurance company, or insurance intermediary from or through whom the Broker will be paying for the insurance. This quotation must show the amount actually charged by the company from whom Broker is purchasing the insurance (the “Actual Cost”), as well as the amount(s) of any discount(s) or any other form of deduction(s) (“Discount(s)”) against the insurance price negotiated by the Broker; any Commission(s) due to the Broker; and the net price (“Net Price”), which is the amount that will actually be paid by Broker for the insurance.
- 6.3 If and when applicable, Broker will provide a written accounting disclosing the amount(s), nature, and sources of any Commission(s) other than the Commission(s) disclosed per Section 6.2 above. This accounting will be provided to the Project Manager.

- 6.4 Commission (“Commission”) means and includes compensation, in any form, received or to be received by the Broker, Broker’s parent organization, or any of its employees or agents from any party as a direct or indirect consequence of the Judicial Council’s purchase of insurance, regardless of when received, and including, but not limited to, compensation customarily referred to as “contingent commission.”.
- 6.5 If Broker or any of its employees or agents receives a Commission other than the Commission declared in accordance with section 6.2 above, the amount of that Commission owed the Judicial Council shall be in direct proportion to the degree to which the Judicial Council’s purchase of the insurance is responsible for the Commission. (e.g., if the Commission received was based on Broker obtaining sales of \$1,000,000 in insurance and the Judicial Council or JBEs insurance purchase was \$100,000, the proportion of that Commission owed the Judicial Council is  $\$100,000 / \$1,000,000$ , or 10%.
- 6.6 Broker shall invoice the Judicial Council for the Net Price of the insurance.
- 6.7 If the Total Compensation due Broker resulting from the purchase of a line of insurance is less than the total of any Discount(s) and Commission(s), Broker shall separately invoice the Judicial Council for the difference between the Total Compensation due plus any Commissions plus Discount(s) allowed.
- 6.8 If the Total Compensation due Broker resulting from the purchase of a line of insurance is greater than the total of any Discount(s) and Commission(s), Broker shall, at the Project Manager’s written direction, either remit the difference between the Total Compensation due and any Commissions plus Discount(s) allowed to the Judicial Council or apply the difference as a credit against the Judicial Council’s purchase of other lines of insurance then pending.
- 6.9 The project managers of the respective parties shall be responsible for the retention of all records pertaining to insurance purchases under this Agreement, and for maintaining an accurate and up to date accounting of the amounts to be paid to and by the Judicial Council under this Agreement. The Judicial Council’s Project Manager and the Judicial Branch Facilities Services office shall be responsible for retaining the Judicial Council’s records.
- 6.10 Broker shall provide the Project Manager with a notification when the Broker has remitted to an insurance company the premium (i.e. Net

Price) due for a line of insurance purchased.

## 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 technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, **separate** from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - b. The Proposer must submit **one (1) original and one (1) copy** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - c. The Proposer must submit an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The technical proposal and the cost proposal must be saved as **separate** files. The files must be in PDF, Word, or Excel formats.
- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Judicial Council of California  
Branch Accounting and Procurement  
Attn: Sheryl Berry, Administrative Specialist  
RFP Title: Insurance Brokerage Services  
RFP No.: RFP-FS-2019-11-BD  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102**
- 7.4 Late proposals will **not** be accepted.

- 7.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may **not** be transmitted by fax or email.

## 8.0 PROPOSAL CONTENTS

- 8.1 Prospective Brokers are required to submit their Proposals in accordance with the directions provided in this RFP, and in the format specified in this RFP, without modifications or additions. Failure to provide the Proposal in the formats specified and according to the instructions given in this RFP may cause your Proposal to be disqualified. If you have questions regarding the Proposal, the Judicial Council's Standard Terms and Conditions (Attachment B), or Proposal Materials required, they must be submitted on the Form for Submission of Questions 1 (Attachment N), by the deadline indicated in Section 4.0, Timeline for RFP. The fillable forms you must use to submit your Proposal have been posted to the RFP Website.
- 8.2 **Technical Proposal.** Technical proposals should clearly and accurately demonstrate the Broker's specialized knowledge, experience, and qualifications necessary for consideration for an award. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.
- a. Provide your responses to this requirement by completing and submitting Attachment L, RFP Proposal Submission Form, including Section A - Organization Background and Experience, and Section B - Technical Proposal.
  - b. Acceptance of the Terms and Conditions.
    - i. On Attachment C, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
    - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
  - c. Certifications, Attachments, and other requirements.
    - i. The Proposer must complete the General Certifications Form (Attachment D) and submit the completed form with its proposal.
    - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment E) and submit the completed certification with its proposal.

- iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- iv. Copies of the Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. The Proposer must complete the Iran Contracting Act Certification (Attachment G) and submit the completed certification with its proposal.
- vii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment H) and submit the completed certification with its bid.

8.3 Cost Proposal. The following information must be included in the cost proposal.

- a. Provide your responses to this requirement by completing and submitting Attachment K, RFP Price Proposal Submission Form posted to the RFP website.
- b. Price Proposals provided in any format that differs in any respect to the prescribed format may result in the **disqualification** of your Proposal from consideration for an award.
- c. Provide brokerage percentage fee for all lines when submitting your Proposal. If your organization cannot provide brokerage services for all lines requested, do not submit a Proposal. The Judicial Council only wishes to contract with a Broker that can provide Services for all of the lines of insurance specified on the Price Proposal Submission Form.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

## 9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

## 10.0 EVALUATION OF PROPOSALS

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

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

If a contract will be awarded, the Judicial Council will post an intent to award notice at <https://www.courts.ca.gov/rfps.htm>

CRITERION	MAXIMUM NUMBER OF POINTS
Organization's Background and Experience, and Staff Credentials	30
Technical Expertise	32
Cost	30
DVBE points allocated to proposer's claiming the DVBE incentive associated with this solicitation.	3
Acceptance of the Judicial Council's Standard Terms and Conditions	5

## 11.0 INTERVIEWS

The Judicial Council **may** conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council's office in 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.

## 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, 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 9.0 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 J). 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 I) 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 this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the JBE's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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.**

#### **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 specifications protest is the proposal due date. Protests must be sent to:

**Judicial Council of California  
Branch Accounting and Procurement  
Attn: Protest Officer  
RFP Title: Insurance Brokerage Services  
RFP No.: RFP-FS-2019-11-BD  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102-3688**

**END OF RFP**