

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Title: Claims Auditing Services

RFP Number: HR-2023-54-DM

PROPOSALS DUE:

January 8, 2024 NO LATER THAN **1:00 P.M.** PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 Judicial Council of California. The Judicial Council of California (JCC) is the policymaking body of the California courts, the largest court system in the nation. Under the leadership of the Chief Justice and in accordance with the California Constitution, the council is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. Judicial Council staff help implement the council's policies and provide services to the following Judicial Branch Entities (JBE):

- The Supreme Court of California (SC)
- The Courts of Appeal (COA)
- The 58 Trial Courts (TC) of California located in each of the 58 counties.
- The Habeas Corpus Resource Center (HCRC)
- The Commission on Judicial Performance (CJP)
- The JCC, there are two locations for the JCC - San Francisco and Sacramento.

1.2 Judicial Branch Workers' Compensation Program

1.2.1 The JCC serves as the program administrator for the Judicial Branch Workers' Compensation Program (JBWCP). The program consists of three components:

1. The Trial Courts
2. The Judiciary which includes the SC, COA, HCRC, CJP and the JCC; and
3. The Judicial Officers consist of all trial court judges of the Superior Courts.

1.2.2 Existing law requires every employer in the State of California to provide workers' compensation coverage for its employees, and the provision of benefits to employees is the sole financial obligation of the employer. The State of California, legally granted uninsured status by Section 3700 of the Labor Code, may carry their financial liability with no requirements. The JCC, identified as the State for purposes of workers' compensation coverage, is considered lawfully uninsured.

1.2.3 The Trial Court Employment Protection Act (SB2140), Government Code Section 71600 et al, established the trial courts as independent employers of trial court employees. SB2140, however, did not address the issue of defining the trial court as an employer, and, with this definition, the means by which a trial court could finance its workers' compensation program.

- 1.2.4 The JBWCP was created on July 1, 2001. Since the inception of the program on July 1, 2001, employees of the Judiciary and Judicial Officers jointly participate in the JBWCP provided by the JCC and administered by a third party.
- 1.2.5 On January 1, 2001, each of the Trial Courts in California's 58 counties became independent employers of the employees who worked in that court. Prior to this date, the employees of each trial court were considered employees of their respective counties and fell under their respective county-administered workers' compensation plans. After the JBWCP was created on January 1, 2003, the courts began the transition from their county-administered plans to the JBWCP.
- 1.2.6 By July 1, 2003, a total of 47 trial courts participated in the JBWCP. By July 1, 2004, six more courts participated. By July 1, 2008, two additional courts joined the program. To date, 57 trial courts participate in the program (excluding Los Angeles).
- 1.2.7 The JBWCP is a highly decentralized program. The Judiciary, Judicial Officers, and each of the 57 participating trial courts are independent employers which require the need to allow for some decentralized administration of this program.
- 1.2.8 The JBWCP is loss sensitive and there is a charge back system in place. The system is driven by payroll and each trial court, judiciary, and judicial officers' loss activity. This charge back system is called the JBWCP Cost Allocation (Allocation). The loss data is used to calculate the loss modifier. Each individual organization is limited to a rolling three years of loss data excluding the most recent 12 months. The total Allocation is based on the annual actuarial report.
- 1.2.9 The [JBWCP Advisory Committee](#) (Committee) oversees the program and makes recommendations to the Judicial Council for improving the statewide administration of the JBWCP. More information on the Committee and the JBWCP can be found on the following California Court's website:

<https://www.courts.ca.gov/jbwcp.htm>

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 Objective. The JCC seeks the services of a qualified Service Provider with expertise in performing independent Workers' Compensation claims auditing services for compliance of the California Workers' Compensation claims administration industry standards, the [JBWCP's third party administrator service guidelines](#), and developing internal benchmarks for additional audits. These

services include audit the third-party claims administration (“TPA”) claims’ handling process and perform case management audits for the JBWCP.

2.2 The ideal Service Provider will possess extensive experience with auditing complex workers’ compensation claims for California public entities and/or lawfully insured California risk pools; providing accurate, candid, and well-documented audit findings; and offering sound recommendations for audit areas in need of improvement.

2.3 Timeframe for Services / Term of Awarded Agreement:

2.3.1 The JCC anticipates the initial term of the subsequently awarded agreement will be for one (1) year beginning July 1, 2024, and ending June 30, 2025 (“**Initial Term**”), with the JCC holding options to extend the agreement for up to three (3) consecutive one-year terms (“**Option Terms**”) defined as follows:

2.3.1.1 July 1, 2024, to June 30, 2025 – “**Initial Term**”

2.3.1.2 July 1, 2025, to June 30, 2026 – “**First Option Term**”

2.3.1.3 July 1, 2026, to June 30, 2027 – “**Second Option Term**”

2.3.1.4 July 1, 2027, to June 30, 2028 – “**Third Option Term**”

2.3.2 The option to extend the agreement for any of the Option Terms will be at the sole discretion of the JCC. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.

2.3.3 Implementation services and transition from the current provider as needed. The current service provider will assist in the implementation period, as appropriate.

3.0 SCOPE OF SERVICES

3.1 Annual Audit

3.1.1 Annually audit the TPA’s claims’ handling process based on established California Workers’ Compensation claims administration industry standards and the JBWCP’s third party administrator service guidelines. The audit shall contain a random sampling of all claim types handled by all TPA claims technicians staffed on the program. The audit will include a review of the timely and proper administration of claims, utilizing best practices in relation to industry standards and the JBWCP’s expectations. The audit criteria would include at a minimum the evaluation of:

- i. Consistent application of the Three Point Contact which is an industry best practice term. It is the initial timely contact with

the injured worker, that supervisor or managers, and the treating physician or clinic. Contact must be within 24 hours.

- ii. Timely denial or acceptance of claims
- iii. Use of investigation services
- iv. Subrogation/Recoveries/Appportionment
- v. Disability Management
- vi. Penalties
- vii. Reserving Strategies
- viii. Effective Action Plans
- ix. Effective Return to Work Strategies
- x. Communication
- xi. Litigation Management
- xii. Adherence to Special Account Instructions

3.1.2 Annually audit the Case Management program, provided by the TPA, based on established industry metrics, best practices, and special account instructions. The audit shall contain a random sampling of all claims assigned to case management. The audit criteria would include at a minimum the evaluation of:

- i. How are the cases triaged and assigned?
- ii. How is the appropriate level of clinical intervention evaluated?
- iii. What tools and resources do the nurses use to guide their assessments and action plans?
- iv. When are physician advisors utilized?
- v. What data is used by the case management program to measure effectiveness? Is there integrated communication between the managed care program and the claims adjusters assigned to the claim?
- vi. What is the impact of the claim?
- vii. Use of nationally recognized treatment and disability duration guidelines.
- viii. Coordination with Members' return-to-work programs.

3.1.3 The initial audit process typically begins in the fall and concludes near the start of the calendar year. The final report is delivered to the Project Manager in January and presented to the Committee at its February meeting.

3.1.4 Depending on the outcome of the initial audits, the JBWCP may determine that additional audits may be necessary up to every three months until such time at which the audits of the TPA meet the desired outcome of the JBWCP.

3.2 Spot Checks

- 3.2.1 The JBWCP may determine that the Contractor conduct random, informal spot checks of the TPA claims handling to ensure proper application of best practices, special handling instructions, and criteria identified above.
- 3.2.2 Provide intermittent “one off” claim reviews for high exposure/high sensitivity cases. If there is a need for a written report, the report will be provided by Contractor in draft form to the JBWCP, before a final version is issued and agreed upon by the JBWCP and the Contractor.

3.3 Reporting Requirements and Presentations

- 3.3.1 Provide draft detailed reports of audit findings to the JBWCP, with an executive summary, due no later than **45 days** post the audit’s conclusion. The Contractor will provide a final draft report to the JBWCP no later than **70 days** post the audit’s conclusion. Draft and final audit findings will be provided to the TPA, in coordination with the JBWCP. Representatives from the TPA will have an opportunity to address any discrepancies in the audit findings prior to sharing the final draft report with the Committee. The JBWCP will review the draft format before the final report is issued to the Committee.
- 3.3.2 The Contractor is required to present its findings to the Committee. This includes attending the annual advisory committee meeting in Sacramento and other recurring audit-focused meetings throughout the year upon request of the JBWCP. The meetings may be held remotely.

3.4 Benchmarking

Benchmarking is an invaluable strategy for a workers’ compensation program that aims to ensure the welfare of injured workers while balancing the interests of employers. In order to provide optimal support and benefits to injured workers, identify inefficiencies in the claims process, and align the JBWCP with industry best practices, the Contractor, in partnership with the JBWCP, will:

- a. Select benchmarking subjects, which could include claims processing times, cost per claim, return-to-work rates, or other measures as deemed significant to the JBWCP.
- b. Collect relevant data from the JBWCP’s third-party claims administrator, member courts, or Program staff.
- c. Evaluate the data to determine where the JBWCP stands in relation to comparator groups and identify potential improvements.
- d. Assist the JBWCP in reviewing the benchmarking findings to refine components of the workers’ compensation program. This may involve

- streamlining claims processes, improving communication channels, or introducing new support mechanisms for injured workers.
- e. Post-assessment, detail the findings and provide actionable recommendations tailored to the specific needs of the JBWCP.

3.5 Transition Planning

Ensure that services provided to the JBWCP are fully transitioned in a smooth and efficient manner to a new service provider. The selected vendor will exercise best efforts and cooperation to secure an orderly and efficient transition to a successor.

4.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	November 15, 2023
Deadline for questions Solicitations@jud.ca.gov	December 5, 2023 by 1:00 PM (Pacific Time)
Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	December 15, 2023
Latest date and time proposal may be submitted to solicitations@jud.ca.gov	January 8, 2024 By 1:00 PM (Pacific Time)
Anticipated interview dates, if necessary (<i>estimate only</i>)	January 9, 2024 – January 26, 2024
Evaluation of proposals (<i>estimate only</i>)	January 27, 2024 – February 28, 2024
Notice of Intent to Award (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	March 1, 2024
Negotiations and execution of contract (<i>estimate only</i>)	March 2, 2024 – June 28, 2024
Contract start date (<i>estimate only</i>)	July 1, 2024
Contract end date (<i>estimate only</i>)	June 30, 2025

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5.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Appendix I: Judicial Branch Workers' Compensation Program TPA Service Guidelines	https://www.courts.ca.gov/documents/jbwcp_Sedgwick_Service_Guidelines_.pdf This document is a guideline for claims management staff. It outlines specific claims administration expectations and requirements for the program's third-party administrator.
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the entity submitting a proposal (the "Proposer") must sign a JBE Standard Form agreement containing these terms and conditions (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6A: Payee Data Record Form (STD204)	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 6B: Payee Data Record Supplement (STD205)	This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.
Attachment 7: Unruh and FEHA Certification	The Proposer must complete and submit with its proposal the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Bidder Declaration	The Proposer must complete this form only if wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 9: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.

6.0 PAYMENT INFORMATION

- 6.1 Subject to the terms in Attachment 2, Appendix B, Payment Provisions, the selected provider will be paid based on the hourly rate and actual hours of services rendered for each deliverable.
- 6.2 Pricing will remain intact throughout the entire term and option periods of the resulting Contract. If the Judicial Council elects to extend the Term of the Contract, any agreed upon price adjustment (whether an increase or decrease) of hourly rates may not exceed during any option period the percentage change in the 12-month average of the Consumer Price Index (CPI), below:

https://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths

Consumer Price Index – All Urban Consumers
12-Month Percent Change
Series ID: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

- 6.3 Rates and fees set forth shall be fully burdened and inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates payable to the Contractor for services rendered to the State. The Contractor shall not charge nor shall the Judicial Council pay any overtime rate.
- 6.4 The Contractor shall not request nor shall the Judicial Council consider any reimbursement for non-production work including but not limited to time spent traveling to and from a job site or any living expenses.
- 6.5 Contractor shall submit invoices upon satisfactory completion of services. The sum of all invoices submitted shall not exceed the Not to Exceed Amount for each deliverable. The payment term is Net 60 from date of receipt of invoice.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” **Section, 8.0** below. 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 an electronic copy of the technical proposal. The technical proposal must be signed by an authorized representative of the Proposer.
 - b. The Proposer must submit an electronic copy of the cost proposal. The cost proposal must be signed by an authorized representative of the Proposer. The cost proposal may be submitted in the same email as the technical proposal above but should be a **separate attachment** marked “**COST PROPOSAL**” from the technical proposal.
- 7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
Solicitations@jud.ca.gov
- The Proposer must write the RFP title and number in the subject line of the email.
- 7.4 Late proposals will not be accepted.
- 7.5 Submission acceptance will be based on the date and time the email is received by the Judicial Council. Proposal must be received prior to the due date and time, or the proposal will not be accepted.

8.0 PROPOSAL CONTENTS

- 8.1 A proposer’s proposal in response to this RFP **must** contain all the elements set forth in this Section, and **must** conform to the requirements of **Section 7.0, Submission of Proposals**, to be considered complete. **A table of contents** shall be included in the proposal, please title each section of the response with the corresponding section number below and assemble materials and draft all responses in this same order. A proposer’s failure to include any required information or element of a proposer’s proposal, as set forth in this RFP, may result in the proposal being deemed non-responsive, and may result in the proposal being rejected without further evaluation.
- 8.2 The following information shall be included in the proposal:
- 8.2.1 Cover Letter must be signed by an authorized representative of the Proposer. The letter must include:
 - 8.2.1.1 The Proposer’s legal business name, address, telephone and fax numbers, and federal tax identification number.
 - 8.2.1.2 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.

8.2.1.3 The state in which the prime contractor was incorporated, if applicable and the number of years in business, if applicable.

8.2.2 If applicable, provide a statement of any bankruptcies filed by the proposer and any lawsuits filed against the proposer for malfeasance and a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status (provide a description of the outcome of any such legal action where there was a finding against the respondent or a settlement).

8.2.3 Provide a complete list of all proposed subcontractors, if any, with their legal business name, address, contact person and their email address, telephone, and fax numbers. If no subcontractors proposed, then so state.

8.3 Technical Proposal Contents:

8.3.1 **Firm Information**

Describe a brief overview of your firm, including your firm's history and size, experience in auditing workers' compensation programs for public sector entities, and note any credentials or industry recognition, as applicable.

8.3.2 **Staffing**

Describe the competency, qualification levels, and professional certifications of the proposer's project manager and staff. Your response should include resumes of the proposed service team and details of any models you intend to utilize.

Describe how you would absorb the increase in workload if you were to be awarded the contract for these services, including detailing how you would acquire the resources to handle the program staff and Committee members' growing needs.

Given the duration of this proposal, describe what programs you have in place as an employer to retain your employees and/or the process by which you will address/anticipate staffing changes during periods of turnover.

8.3.3 **Services**

Describe the comprehensiveness of the audit process. Detail whether it contains a managed care component, and/or a legal component. Describe how the audit is quantified.

The JBWCP is unique when compared to other pools and programs. Please describe your experience developing benchmarks, including

identifying benchmarking subjects unique to workers' compensation areas, collecting data for analysis, and evaluating the data to identify potential improvements.

8.3.4 Experience with Public Sector Entities and Structures

The JBWCP works with an advisory committee; this committee could be characterized as a Board of Directors. Please describe your experience working in this type of high-level environment and your familiarity with procedural committee rules.

8.3.5 Sample Report

Provide a sample audit report for review.

8.3.6 Considerations

Identify any additional services that your firm provides free-of-charge that set you apart from your competitors (e.g., training, publications, software, etc.).

8.3.7 Describe security measures that your firm currently has in place to protect confidential information, including personnel and medical information, from unauthorized use, access or disclosure.

8.4 References:

8.4.1 Names, addresses, and telephone numbers of a minimum of **three (3)** clients for whom the Proposer has conducted similar services in size and scope during the last three (3) years, including at least 2 public entities. The Judicial Council will contact references listed by the Proposer as part of this selection. Please note that JCC will work through a proposer's Reference Manager to complete a reference check. Please inform proposer's references that they may be contacted by the JCC during the RFP process.

8.5 Acceptance of the Terms and Conditions.

8.5.1 On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

8.5.2 If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

Note: A material exception (addition, deletion, or other modification) to any of the Terms and Conditions may render a proposal non-responsive. The JCC, in its sole discretion, will determine what constitutes a material exception.

8.6 Certifications, Attachments, and other requirements.

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

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

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

8.6.4 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. **The Proposer shall provide a copy of their Certificate of Status with the Secretary of State of California.** The Judicial Council may verify by checking with California's Office of the Secretary of State. 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.

Note: Proposer may be required to register with the California Secretary of State if it meets the definition of transacting intrastate business or “doing business” under the California Corporations Code. As there is no easy definition for what constitutes “doing business”, it is important for Proposer to carefully evaluate their own connections—even indirect—to California. Proposer with concerns regarding the Secretary of State registration requirements are encouraged to consult with their legal counsel.

You can find out information regarding the steps on how to register a business with the California Secretary of State at:

<https://bizfileonline.sos.ca.gov/>

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

- 8.6.6 Proof of financial solvency or stability (e.g., balance sheets and income statements).
 - 8.6.7 The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 7**) and submit the completed certification with its proposal.
 - 8.6.8 The Proposer must complete the Bidder Declaration form (**Attachment 8**) only if wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
 - 8.6.9 Each DVBE that will provide goods and/or services in connection with the contract must complete the DVBE Declaration form (**Attachment 9**). If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.
- 8.7 Cost Proposal.
- 8.7.1 Proposers shall use and submit **Table 1, Cost Worksheet** to propose rates and fees with a detailed line-item budget showing total cost of providing the services set forth in this RFP. Fully explain and justify all budget line items in a narrative entitled “Budget Justification”. Complete cost proposals will include proposed rates and fees for the **initial contract term and all option terms**.
 - 8.7.2 The proposer’s proposed rates and fees for providing these services, shall be inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates. It is expected that all proposers responding to this RFP will offer the proposer’s government or comparable favorable rates.
 - 8.7.3 **THE JUDICIAL COUNCIL DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** The JCC’s method of payment to the selected service provider for the services specified in this RFP will be by cost reimbursement. Payment for services will be made based on the accepted services rendered by invoice that meets the criteria set forth in the contract, no deviation will be accepted.

Table 1: Cost Worksheet

Task No.	Task/Function	Contractor's Key Personnel	Rate Per Hour (Initial Term & Option Terms)	Estimated Hours	Not to Exceed Amount
1	<p>Annual Audit for an estimate of 80 files</p> <ul style="list-style-type: none"> • TPA's Workers' Compensation Claims' handling process • Case Management Program • Presentation of Audit Findings <p>Shall be invoiced after the presentation of Audit Findings has been reviewed and accepted by JBWCP Staff.</p>			(Annual est. 300 hours)	Variable
2	<p>Spot Checks</p> <ul style="list-style-type: none"> • Randomized, informal spot checks for an <u>annual</u> estimate of 30 files • One-off claim reviews if needed • Presentation of Audit Findings <p>Shall be invoiced after the presentation of Audit Findings has been reviewed and accepted by JBWCP Staff.</p>			(Annual est. 100 hours)	Variable
3	<p>Audit Findings Report Drafts and Final</p> <p>Shall be invoiced after the final Audit Findings report has been reviewed and accepted by JBWCP Staff.</p>			(Annual est. 150 hours)	Variable
4	<p>Program Consultation and Presentation as needed.</p>			As Needed (Annual)	Variable

	Detailed invoices shall be submitted monthly identifying key staff and hours.			est. 60 hours)	
5	Benchmarking and Consulting services Detailed invoices shall be submitted monthly identifying key staff and hours.			As Needed (Annual est. 75 hours)	Variable
6	Implementation and Transition Planning Implementation services and transition from the current provider as needed. Ensure that services provided to the JBWCP are fully transitioned in a smooth and efficient manner to a new service provider. The selected vendor will exercise its best efforts and cooperation to secure an orderly and efficient transition to a successor. Detailed invoices shall be submitted identifying key staff and hours.			As Needed (est. 25 hours)	Variable
Not To Exceed Total					

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 six (6) months following the proposal due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents in **Section 8.0**.

The JCC will evaluate the proposals on a 100-point scale using the criteria set forth in the table below; maximum possible points are included for each criterion listed. The points indicate relative weight or importance given to each criterion. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the JCC will post an intent to award notice announcement on the Courts Website at: <http://www.courts.ca.gov/rfps.htm>

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of Proposal - Completeness and inclusion of required information in conformance with the RFP submission requirement, and clarity of the proposal content	5
Specialized Experience, Technical Competence, staffing, references and interview if needed	25
Approach/philosophy to auditing, and ability to attend meetings in-person upon request	12
Financial Stability	5
Competitiveness of cost	30
Value Added Services and Quality of Sample Audit Report	10
Acceptance of the Terms and Conditions	10
DVBE Incentive	3
Total Maximum Points	100

11.0 INTERVIEWS

The JCC 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, phone, or remote meeting tools. If conducted in person,

interviews will likely be held at the JCC's offices. The JCC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JBE will notify eligible Proposers regarding interview arrangements.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," "copyright ©," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE's right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, as set forth in this Section 12. **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 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 8**). 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 9**) 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.

If using DVBE subcontractors, the Proposer must complete and return to the JBE a Copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the JBE. If the Proposer fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the JBE shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the JUDICIAL COUNCIL to receive a solicitation specifications protest is the proposal due date. In order to be considered valid, all such protests:

A) Must be submitted by email to: Solicitations@jud.ca.gov

(Indicate Solicitation Number and Name of Your Firm in the subject line of your email.)