

RFP Title: *Health Insurance/Benefits Broker and Consulting Services*

RFP Number: *SC 1700.2020.3*

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA***

REGARDING:

***HEALTH INSURANCE/BENEFITS BROKER
AND CONSULTING SERVICES***

RFP NUMBER: SC 1700.2020.3

PROPOSALS DUE:

October 1, 2020 NO LATER THAN ***3:00*** P.M. PACIFIC TIME

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1.0 BACKGROUND INFORMATION[AMENDED]

The Superior Court of California, County of Alameda, hereinafter “Court”, is seeking the services of a firm with expertise in health insurance/benefits brokerage and consulting services that will be named as its Broker of Record. (Please refer to Addendum no.1)

The contracted period of performance will be January 1, 2021 – December 31, 2023, with two (2) one-year renewal options, at the sole discretion of the Court, through December 31, 2025.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

2.1 Background

The Court Executive Officer, or his designee, is the sole Contracting Officer for the Court and the sole person who can authorize its Broker of Record. The Court’s Broker of Record shall only provide services as described in Section 2.0 Description of Services and Deliverables or other services as agreed upon in writing.

Health Insurance Coverage/Benefits may include those described below and may be modified at any time by the Court based on the Court and/or the Contractor’s recommendations.

- Basic Life
- Dependent Life
- Supplemental (Voluntary) Life, Federal and State COBRA
- AD&D
- Long-Term Disability
- Long-Term Care
- Medical (HMO, PPO, High Deductible Plan, Kaiser option)
- Dental (HMO, PPO)
- Vision
- Employee Assistance Plan (EAP)
- FSA Dependent Care Assistance Program/Dependent Daycare FSA
- Flexible Spending Account (FSA – Health Care)
- Health Savings Account (HSA)
- Limited Purpose Flexible Spending Account (LPFSA)
- Wellness Program
- Voluntary Benefit Plans such as Pet Insurance, Legal Insurance and Cancer Insurance
- Commuter Benefits

The Court employs approximately 671 benefited employees but has approximately 706 employees that are eligible for benefits. See **Attachment 13** for the recent benefits census of the Court. Currently, the Court contracts with a health insurance consulting and brokerage firm that provides the services described in Section 2.3 Description of Services and Deliverables. The firm also provides the employee health insurance/benefits listed above, as well as the administration of such insurance/benefits.

2.2 Minimum Proposer Requirements. A proposal that does not meet the following minimum proposer requirements will be considered non-responsive. All proposers must:

- A. Provide supporting evidence that it has:
 - i. **[AMENDED]** Ten (10) years of employee health insurance/benefits broker, and consulting and actuarial services experience to employer groups with at least 600 employees and at least five (5) years of experience in providing these services to public agencies (as defined in California Public Contract Code link, http://leginfo.legislature.ca.gov/faces/printCodeSectionWindow.xhtml?lawCode=PCC§ionNum=22002.&op_status=1989&op_chapter=733&op_section=1) in the State of California. (Please refer to Addendum No.1)
 - ii. Key personnel assigned to the court project with at least ten (10) years of experience providing employee health insurance/benefits consulting and actuarial services to employer groups with at least 600 employees and at least five (5) years of experience in providing these services to public agencies in the State of California. Supporting evidence shall include résumés/credentials of all key personnel to be assigned to the court project.
- B. Provide three (3) public agency client references in the State of California for employee health insurance/benefits broker, and consulting and actuarial services with at least 600 employees for each reference, which the Proposer has been under contract for at least five (5) years for each reference. Proposer must contact public agency references and validate contact information prior to submission of proposal.

2.3 Description of Services and Deliverables

Contractor shall provide to or on behalf of Court the services set forth as follows:

- A. Contractor shall research, acquire, administer and advise on Court's employee benefit plans and programs, as directed by the Court.
- B. Contractor shall conduct market research and make recommendations regarding: 1) the availability of value-added benefit plans and programs, and 2) modifications to the design, cost (rates) and quality of all current and new employee benefit plans and programs, including whether one or more of the Court's employee insurance/benefits should to be self-insured or partially self-insured rather than fully insured.
- C. Contractor shall design specifications and prepare Requests for Proposals (RFPs) for the Court's approval that comply with applicable federal and state laws, statutes, regulations and rules, including the Judicial Branch Contracting Manual (JBCM) located at <http://www.courts.ca.gov/documents/jbcl-manual.pdf> and the Court local contracting manual (LCM) that will be provided to awarded contractor. All RFPs must be consistent with the Court's procurement policies and procedures. Contractor shall also manage the RFP process for the employee insurance/benefits set forth in Section 2.1, evaluate benefit plan proposals while considering parameters set and prepare and present a comprehensive report of the proposals received in response to the RFP. Contractor shall provide recommendations on proposals deemed to be acceptable for further analysis and review to the Court Human Resources (HR) source selection committee. Further, contractor shall act as a technical advisor on the Court HR source selection committee.
- D. Contractor shall become familiar with the JBCM and the LCM and work directly with Court Procurement staff as needed to develop RFP. Court Procurement and Legal staff must approve RFP prior to release.
- E. Contractor shall provide the Court's Procurement Section with electronic (PDF, Word or Excel) copies of all RFP documentation to include the initial solicitation through to the final contract award by January 15 of each benefit plan year.
- F. Contractor shall develop responses to protests from the RFP process for consideration by Court and make presentations regarding RFP recommendations to Court.
- G. Contractor shall conduct marketing and negotiate with benefit providers related to the services to be provided, including but not limited to, premium rates, benefit levels, performance standards and guarantees, agreement terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan-specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, and other related matters as may apply.
- H. Contractor shall develop, negotiate and implement contracts, subject to Court prior approval, with underwriters, insurance providers, Third Party

Administrators (TPAs) and all other benefit providers on behalf of Court and in accordance with its timelines and requirements.

- I. Contractor shall design, communicate and implement a transition strategy and plan to migrate current insurance/benefits/broker and consulting services to the new contract resulting from this RFP. Contractor shall also design, communicate and implement an end of contract transition strategy and plan to hand over existing contract to new contractor in 2023, if applicable. The Contractor must provide the final broker commission disclosure report and must refund any excess commissions to the Court.
- J. Contractor shall provide ongoing consulting services to assist Court with the implementation and maintenance of benefit plans and programs that satisfy all applicable contractual obligations under its collective bargaining agreements and that comply with all applicable federal and state laws, statutes, regulations and rules. This shall include interpretations and application of all relevant federal and state laws, statutes, regulations and rules as requested, within a mutually agreed timeframe.
- K. Contractor shall explore and recommend cost savings and cost containment strategies to the Court.
- L. Contractor shall review and analyze all provider benefit plans and agreements for compliance with applicable federal and state laws, statutes, regulations and rules, including the JBCM, Court LCM, and the Court contract standard terms and conditions, and shall promptly advise the Court of any compliance issues.
- M. Contractor shall define and design performance standards and guarantees for the Court's various benefit providers and shall evaluate, monitor and report on provider compliance with these standards and guarantees on a quarterly basis (or more frequently if the situation warrants).
- N. Contractor shall proactively communicate to the Court new developments in the employee benefit field, including but not limited to changes and proposed changes in federal and state laws, statutes and regulations that may impact Court employee benefit plans and programs. Contractor will recommend procedures and/or policies, on an ongoing basis, the Court should implement to comply with federal and state statutes, regulations and rules within a mutually agreed timeframe.
- O. Contractor shall produce documents and materials associated with open enrollment activities, such as a comprehensive open enrollment guide, and informational flyers, and shall provide open enrollment information to the Court's payroll/HR provider(s) within the deadlines established by such provider(s). Contractor shall be available for questions from the Court and its payroll/HR provider(s). Contractor shall also lead and/or assist the Court with any other related tasks associated with open enrollment activities including but not limited to open enrollment benefits fair(s).

- P. Contractor shall provide the Court with guidance on items such as trends in benefit plans and contracts, methods for improving cost containment, and administration. Contractor shall also conduct research and provide responses to technical questions posed by the Court and/or its payroll/HR provider(s).
- Q. Contractor shall ensure that the Court and its benefit plans and programs are in full compliance with the Patient Protection and Affordable Care Act (PPACA) and any related practices, requirements and regulations. Contractor shall pro-actively provide the Court with regular updates on any changes and requirements arising from PPACA and related legislation. Contractor shall be responsible for preparing and distributing notices, information and related materials to ensure compliance with PPACA and related legislation and regulations. Contractor shall carry out any related assessments or tests, such as, but not limited to, relevant discrimination testing, to ensure ongoing compliance. Contractor shall review and update as applicable Court plans on an annual basis or as required.
- R. Contractor shall be available as needed to provide day-to-day consultation on matters such as, but not limited to, plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of the Court's benefit plans and programs.
- S. Contractor shall develop, prepare and distribute various benefit-related employee communication materials on an ongoing basis, subject to the Court's review and approval.
- T. Contractor shall develop, prepare, and provide annually an electronic (PDF) benefit guide prepared and paid for by the Contractor, subject to Court review and approval.
- U. Contractor shall review each fiscal year's operation of Court's benefit coverage from the standpoint of loss ratio, analysis of claims, expenses, and other factors as necessary; and report the results of such annual reviews to the Court and labor unions.
- V. Contractor shall provide comparison reports of other employer benefit plans and programs to determine competitiveness. Contractor shall also provide financial and/or performance reviews of self-funded and fully insured plans and programs, as well as the Court's TPA.
- W. Contractor shall review and prepare an analysis of all reports submitted by benefit providers and TPAs, and make recommendations to the Court regarding the content of those reports. Contractor shall also review and evaluate periodic reports of claims experience and other statistical reports submitted by benefit providers and report findings to the Court as appropriate. Contractor shall conduct such reviews upon request by the Court.

- X. Contractor shall serve as a consultant during labor negotiations throughout the year regarding matters pertaining to the operation of the Court's various benefit programs and shall meet with and present such matters to the labor unions as requested by the Court.
- Y. Contractor shall produce within two (2) weeks of request, probable cost of actual or hypothetical changes in the benefit programs.
- Z. Contractor shall develop and manage employee needs and satisfaction surveys. Contractor shall evaluate and report findings based on survey results.
- AA. Contractor shall coordinate Flexible Spending and COBRA billing as outlined by the Court and in conjunction with its payroll/HR provider(s).
- BB. Contractor shall respond to all Court telephone or email inquiries within one (1) business day.
- CC. Contractor shall research and respond to Court technical questions within mutually agreed deadlines. The expectation is that most requests are fulfilled within three (3) business days, unless otherwise agreed.
- DD. Contractor shall provide all supplies, equipment and other resources necessary to fulfill contract requirements at its own expense.
- EE. Contractor shall maintain complete and accurate records with respect to all matters and services provided to the Court, its provider(s) and related benefit plans and programs. At the request of the Court, Contractor shall provide all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the Court, its provider(s) and benefit plans and programs.
- FF. Contractor shall provide the Court's Procurement Section with electronic (PDF, Word or Excel) copies of their annual broker commission disclosure report by March 31 of each benefit plan year disclosing the prior benefit plan year commissions received. Report shall be itemized by total commissions received per month from each TPA and all other benefit providers. Contractor shall reimburse the Court for any commission overages by April 30 of all benefit plan years that commissions are due by mailing payment directly to the Court at address in **Attachment 2 – Standard Terms & Conditions – Section 8 - Notices**. Contractor shall advise each TPA and all other benefit providers to mail a California Broker Compensation Disclosure Report directly to the Court at address in **Attachment 2 – Standard Terms & Conditions – Section 8 - Notices**.
- GG. Contractor shall provide the Court with a comprehensive Project Plan & Schedule for approval, detailing Contractor tasks and activities needed to ensure that employee benefit plans and programs are in place to commence on **January 1, 2021**, taking into account open enrollment requirements and

deadlines set by the Court and/or its payroll/HR provider(s). Project Plan will be subject to evaluation and must include key deliverables such as:

- Kick off meeting with the Court
- Coordination of project plan and review with Court HR source selection committee.
- Perform market research of viable benefit plans and programs.
- Prepare, edit, submit Request for Proposals on behalf of the Court.
- Evaluate benefit plan proposals resulting from RFP
- Submit recommendations of proposals deemed to be acceptable for further analysis and review.
- The Court will select successful proposers.
- Negotiate with benefit proposers on matters such as, but not limited to, premium rates, benefit levels, performance standards and guarantees, agreement terms and conditions, etc.
- Participate and advise in meet-and-confer discussions with unions on successful proposers.
- Develop and implement contractual agreements, on behalf of the Court, with selected benefit providers, TPAs and other providers with prior written approval by Court HR source selection committee and the Court's Procurement Section.
- Develop and prepare various employee communication materials throughout year for distribution, including open enrollment materials and benefit guide. Distribution schedule shall be mutually agreed upon with the Court.

HH. Contractor shall provide any other such services directly related to employee health insurance/benefits broker, and consulting and actuarial services as requested by the Director of HR or the Executive Office.

II. Contractor shall conduct the research, plan, design, implement, contract, manage, schedule, coordinate, host, communicate and promote (if necessary) with Third Party Administrator(s) (TPAs), a comprehensive wellness program. The wellness program shall be approved by Court HR and may consist of but not be limited to the following:

- i. Exercise program. Contractor shall establish exercise program for court employees at the Court locations listed in paragraph ii. below. Contractor shall provide instructors who are certified and/or licensed by a recognized professional organization in the fitness industry [i.e. American Council on Exercise (ACE), National Strength and Conditioning Association (NSCA), National Academy

of Sports Medicine (NASM)] and who are certified in CPR (cardiopulmonary resuscitation). Instructors must have a minimum of three (3) years' experience working as a personal trainer or fitness group instructor. Upon the request of the Court, instructor references must be provided to verify instructor credentials.

Instructor will provide 40 minutes to one (1) hour group fitness classes for 5 to 50 court employees during lunch time. Classes may be held outside of court space, at a park and/or inside court building. Instructor must arrive for class dressed, clean, neat and ready to conduct the scheduled class. Instructor must have any required essentials for the class. Any equipment required for classes will be provided by the individual employee. In case of emergency where the scheduled instructor is unable to teach the class or there is a schedule change, the instructor must have a backup instructor that operates under the same terms and conditions herein.

Instructor must be self-motivated, positive, should have excellent communication skills and be able to encourage and motivate students. Instructor must have sufficient knowledge, skills and abilities to demonstrate proper technique, correct positions and how to prevent injury. The Court must be notified of an instructor change 24 hours in advance.

Contractor shall provide the Court a list of proposed instructors prior to the date they commence providing services. It is the Contractor's responsibility to maintain that instructors are fully qualified to teach classes to the extent that the safety and wellness of any Court staff attendees who participate are ensured.

If the Court is dissatisfied with any of Contractor's instructor(s), for any or no reason, Contractor shall replace them with a qualified Instructor.

The contractor shall facilitate group exercise classes that may include:

- Yoga
- Functional Fitness (exercises that train your muscles to work together and prepare them for daily tasks by simulating common movements you might do at home, at work or in sports)
- Pilates (improves flexibility and strength training.)
- Circuit training (body conditioning and resistance training.)

All classes will be taught at a beginner's level unless mutually agreed upon, in writing, with the Court's representative prior to

being scheduled. The classes will be one (1) or two (2) times a week from approximately 12:00 pm – 1:00 pm.

Contractor must cover all costs associated with instructors (i.e. parking fees) as needed. Contractor shall be responsible for obtaining proper permits (i.e. park and/or city permits). Contractor shall collect court-provided participant waivers and track and document fitness class attendance.

- ii. Annual flu shots with TPAs for Court employees at various Court locations throughout Alameda County to include high dose and make-up flu shots.

Berkeley Courthouse 2120 Martin Luther King Jr. Way, Berkeley, CA 94704
East County Hall of Justice 5151 Gleason Drive, Dublin, CA 94568
Fremont Hall of Justice 39439 Paseo Padre Parkway
George E. McDonald Courthouse 2233 Shoreline Drive, Alameda, CA 94501
Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544
Juvenile Justice Center 2500 Fairmont Drive, Suite C3013, San Leandro, CA 94578
Rene C. Davidson Courthouse 1225 Fallon Street, Room 209, Oakland, CA 94612
Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607

- iii. Annual Vendor/Health Fairs for Court employees. Contractor shall contribute as needed to setup, take down and refreshments for attendees at Court locations throughout Alameda County.
- iv. Educational materials in various formats including but not limited to email, posters, flyers and newsletter articles.
- v. Wellness Challenges and Programs.
- vi. Quarterly Onsite Wellness Workshops/Lunch and Learns (lunch time seminars).
- vii. Annual Interest Surveys.

Wellness program shall be customized to court employee medical utilization data with the goal of reducing costs associated with health risk factors. Contractor shall provide training and support for court staff to administer the wellness program and with the collection and analysis of metrics to determine effectiveness of wellness program.

All TPA costs for the wellness program shall be mutually agreed upon with the Court and may be billed to the Court by the Broker of Record. The Court will not pay the TPA directly for wellness program services.

2.4 Comprehensive Response Requirements

With specific reference to Section 2.3 – Description of Services and Deliverables provide comprehensive responses to each and all of the following evaluation criteria:

- A. Describe in detail an implementation plan outlining all key steps involved in transitioning client broker/consultant services for the resulting contract and for the end of contract transition in 2023. Be specific to Items I and J and include roles, responsibilities and expected general timeframes.
- B. Upon reviewing the Court’s current benefits plans and programs (Exhibit 1), describe what current and new benefits, plus any value-added benefits that you recommend the Court offer and why. Be specific to Item B.
- C. Provide an annual schedule of broker/consultant services to be provided. Examples include: plan management recommendations and strategies; industry trends; frequency of meetings to review plan performance analysis. Be specific to Items G, I, M and GG.
- D. With specific reference to Items B, C, E, F, J, L, O, T and U, please describe in detail:
 - i. A summary of current market trend data
 - ii. A description of two (2) innovative “outside the box” solutions that you have provided clients regarding plan design.
 - iii. What factors your firm takes into consideration when soliciting proposals for a benefit plan. Provide a sample Request for Proposal (RFP) for a medical plan.
 - iv. Describe your annual renewal process and how negotiations are handled. Include two examples of successful negotiations; the starting rate, ending rate and what occurred to get to the final rate (e.g. plan design changes, client guarantees, etc.).
- E. **[AMENDED]** With reference to Item GG and HH, describe your experience in the design, coordination, implementation and management of a comprehensive **wellness program** for an organization (with 600 or more employees). Describe in detail, your organizations experience in evaluating,

implementing, monitoring and managing wellness programs with other organizations. Include a minimum of three references (names of organizations, contact names and phone numbers) of organizations that have successful wellness programs that your firm provided consulting services to establish. (Please refer to Addendum No.1)

- F. With reference to Item O provide samples of communication materials developed to support a client's open enrollment. The samples should be for the same client, for the last two open enrollment periods.
- G. With reference to Item J, N, P and Q please list:
- i. Any seminars your firm has sponsored for your clients to attend between July 2015 and June 2019 Include whether you were a sponsor or co-sponsor. If you were not the only sponsor, list your co-sponsor(s).
 - ii. Educational training classes that you provided to clients between July 2015 and June 2019. Include if these classes are held specifically for one client on a specific, mutually agreed upon topic.
 - iii. Document if the presenter of the classes/seminars is employed with your firm or if you contracted out to a third party for these services.
- H. With reference to Item G and M provide a list of performance guarantees you are proposing to offer the Court in this contract. Include a sample of performance guarantees your firm has negotiated with the same client for the last two years and the results of these guarantees.
- I. With reference to Items Y and BB, describe how your firm carries out hypothetical changes in the benefit programs and emergency requests. The expectation is that the Court requires one (1) business day turn around with exceptions based on the request.
- J. With reference to Item EE list all reports you provide to your clients and the frequency and provide samples of each report. Include a sample report that analyzes claim costs and outcomes.
- K. With reference to Items S and T, list the types of newsletters or other in-house publications that you provide to your clients. Include frequency and purpose. Provide a sample of what you have published between July 2015 and June 2019.
- L. With reference to Item Z provide an outline planning & strategy document for the development of employee needs and satisfaction surveys.

- M. With reference to Items B, J, V, W, Y, Z and HH, describe the process by which your firm incorporates the survey results into recommendations for benefit plan redesign, plan documents and administration procedures.
- N. With reference to Item I, describe the transition strategy and plan your firm proposes to move from the Court’s current contractor to the new contractor and from current contractor to new contractor in 2023, if applicable, that assures a smooth and seamless transition.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	<i>September 8, 2020</i>
Deadline for questions	<i>September 18, 2020 3:00 PM PDT</i>
Questions and answers posted (<i>estimate only</i>)	<i>September 24, 2020</i>
Latest date and time proposal may be submitted	<i>October 1, 2020 3:00 PM PDT</i>
Anticipated Request for Clarification Dates and Evaluation of Proposals (<i>estimate only</i>)	<i>October 5 – 9, 2020</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>October 12, 2020</i>
Contract start date (<i>estimate only</i>)	<i>January 1, 2021</i>
Contract end date (<i>estimate only</i>)	<i>December 31, 2023</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court 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 Note: A material exception to a Minimum Term will render a proposal non-responsive.
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 6: DVBE Incentive Qualification Declaration & Instructions AND DVBE Status Declaration & Instructions	If Proposer wishes to claim the DVBE incentive associated with this solicitation, Proposer must submit completed declaration forms with its Proposal.
Attachment 7: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 10: Cost Breakdown Sheet	Proposer must complete and submit with its proposal.
Attachment 11: Sample Court Agreement	For information only.
Attachment 12: Reference List	Separate attachment found on the website where the RFP is posted. Prospective Bidder’s list of references.
Attachment 13: Benefits Census	Recent estimated numbers of enrollments (recent stats for information only)

5.0 PAYMENT INFORMATION

The Court will not make any payments under the resulting agreement. Compensation payments will be based on commissions from benefit providers and TPAs for services rendered. No other expenses (including travel expenses) will be reimbursed by the Court.

All TPA costs for the wellness program shall be mutually agreed upon with the Court and may be billed to the Court by the Broker of Record. The Court will not pay the TPA directly for wellness program services.

6.0 SUBMISSIONS OF PROPOSALS

6.1 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.

6.2 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 three (3) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court 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 three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court 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 USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats.

6.3 **Proposals must be delivered by the date and time listed on the coversheet of this RFP to:**

Superior Court of California, County of Alameda
Attn: Procurement, RFP SC 6666.2020.2
1225 Fallon Street, Room 210
Oakland, CA 94612

OR email Proposal to: bidquestions@alameda.courts.ca.gov

6.4 Late proposals will not be accepted.

6.5 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.

7.0 PROPOSAL CONTENTS [AMENDED]

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

- A. 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 a contract.
- B. 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.
- C. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- D. **[AMENDED]** Names, addresses, and telephone numbers of a minimum of three (3) public agency client references in the State of California with at least 600 employees for each reference for whom the Proposer has conducted health insurance/benefits brokerage, and consulting and actuarial services for at least 5 years for each reference. The Court may contact some or all of the references provided in order to determine the Proposer's performance record.

If the Court is unable to confirm reference information due faulty contact information, or due to references being unresponsive, unreachable or unable to act as a reference, your proposal will be considered lacking this information and may be deemed non-responsive. (Please refer to Addendum No. 1)

The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

E. Acceptance of the Terms and Conditions.

- i. 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.
- 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.
- iii. Exceptions to Standard Terms and Conditions List shall contain a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Proposer may have with the Standard Terms and Conditions. If Proposer objects to a particular paragraph or clause, then Proposer must describe, in business terms and not in proposed language, the nature of its concern and what terms Proposer is willing to accept. The Exceptions to Standard Terms and Conditions List shall provide the reason or rationale supporting the item of concern and/or counter response. Simply stating that a paragraph is “Not Acceptable” or proposing alternative contract terms without describing in business language the reason or rationale may be considered non-responsive. If Proposer does not identify specific concerns with a particular paragraph or clause, the Court will consider the paragraph and/or clause acceptable. Proposer shall also provide a description of the business benefit to the Court for the proposed language changes.
- iv. Redline Documents Will Not Be Accepted – Do not provide a redlined contract document, paragraph or clauses to the Court. Redlined text requires the Court to make potentially inaccurate assumptions about what Proposer’s specific issues or concerns might be. Redlined text will not be reviewed by the Court. Submission of a Proposal including redlined contract documents may be considered non-responsive.
- v. No Standard Proposer Form Contracts – Do not provide a copy of Proposer’s standard contract to the Court. The Court will be using its standard contract template and its Standard Terms and

Conditions (see **Attachments 2 and 11**) in negotiations with Proposer, and the Court's legal counsel will be making all agreed upon revisions to these documents.

- vi. **Note: Numerous, onerous, and/or burdensome exceptions taken may result in a proposal being deemed non-responsive. Material exceptions to or deviations from the Standard Terms and Conditions, may result in a proposal being deemed non-responsive. The Court in its sole discretion will determine what constitutes a material exception.**

F. Certifications, Attachments, and other requirements.

- i. The Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
- ii. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
- iii. If Prospective Bidder is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Prospective Bidder is in good standing in California. If Prospective Bidder is a foreign corporation, LLC, LP, or LLP, and Prospective Bidder conducts or will conduct (if awarded the contract) intrastate business in California, proof that Prospective Bidder is qualified to do business and in good standing in California. If Prospective Bidder is a foreign corporation, LLC, LP, or LLP, and Prospective Bidder does not (and will not if awarded the contract) conduct intrastate business in California, proof that Prospective Bidder is in good standing in its home jurisdiction. Proposers may obtain proof of status in California on the following State of California website, <https://businesssearch.sos.ca.gov/>.
- iv. Copies of the Proposer's (and any sub Prospective) current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g. Dun and Bradstreet, balance sheets and income statements).
- vi. The Proposer must complete the Iran Contracting Act Certification (**Attachment 10**) 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 9**) and submit the completed certification with its bid.

7.2 Cost Proposal. Proposer shall disclose all reasonably expected compensation resulting from its proposal. Any commission surplus or overage shall be reimbursed to the Court by April 30 of all benefit plan years that commissions are received. The Court will not be responsible and will not reimburse the proposer for any commission deficit or shortfall. **The successful proposer pursuant to this RFP shall not invoice the Court for services rendered under an Agreement with the Court. Proposer compensation payment shall be entirely commissioned based.** The following cost information must be included in the cost proposal.

- A. Provide fee schedule, rate sheet, or other objective criteria upon which Contractor will charge its commission from selected benefit providers and Third Party Administrator(s). Total annual amount, to include direct, indirect and any other compensation, itemized by year (3 years plus 2 option years) that Contractor expects to receive for all services rendered under the contract, if awarded must be included on Cost Breakdown Sheet (**Attachment 10**).
- B. Provide a description of all direct compensation, either in the aggregate or by service that Contractor, an affiliate or a subcontractor reasonably expects to receive in connection with such services during the term of the agreement. This may be disclosed as either a monetary amount, formula, a percentage of the premiums, or a per capita charge for each employee (or any other reasonable method if the compensation or cost cannot reasonably be expressed in such terms).
- C. Provide a description of all indirect compensation that Contractor, an affiliate or a subcontractor reasonably expects to receive in connection with such services, including (i) identification of the services for which the indirect compensation will be received, (ii) identification of the payer of the indirect compensation, and (iii) a description of the arrangement between the payer and Contractor, an affiliate or a subcontractor as applicable, pursuant to which such indirect compensation is paid.
- D. Provide any compensation paid to Contractor, an affiliate or a subcontractor on a transaction basis (e.g., commissions), the identification of the services for which the indirect compensation will be received, the payers and recipients of the indirect compensation, and the status of each payer or recipient as an affiliate or subcontractor.

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

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for one hundred twenty (120) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

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

The COURT 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 Court will post a Notice of Intent to Award at <http://alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>

CRITERIA	MAXIMUM NUMBER OF POINTS
Experience providing Health Insurance/Benefits Broker and Consulting Services (Sections 2.1, 2.2, 2.3 & 2.4)	25 Points
Résumés/Credentials of Personnel to be Assigned to the Project (see Section 2.2 A.ii)	10 Points
Project Plan and Schedule (see Section 2.3 GG)	20 Points
Quality of Project Plan and Schedule Submitted	15 Points
Acceptance of the Standard Terms and Conditions (See Attachments 2 and 3)	5 Points
DVBE Incentive (See Attachment 6)	5 Points
Value-Added Services (See Section 2.3 B and 2.4 B)	5 Points
Rate Structure (based on JBCM Chapter 4C, Appendix A – Sample Method for Assigning Cost Points When Evaluating RFPs)	15 Points
Total	100 Points

10.0 CLARIFICATIONS

The Court 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 Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11.0 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 Court 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 Court's right to disclose information in the proposal, or (b) requiring the Court 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.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Proposer will receive a disabled veteran business enterprise (DVBE) incentive if, in the Court's sole determination, Proposer has met all applicable requirements.

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 the Proposer must have an approved Business Utilization Plan (BUP) on file with the California Department of General Services (DGS) (this option only applies to solicitations of IT Goods and Services, and Non-IT Goods).

DVBE Incentive: If Proposer receives the DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.

Failure to qualify for the DVBE incentive will not render a bid non-responsive.

There are three ways that a Proposer may qualify for the DVBE incentive:

1. **Proposer is a DVBE.** If Proposer is a DVBE and wishes to claim the DVBE incentive associated with this solicitation, Proposer must submit a completed *Disabled Veteran Business Enterprise (DVBE) Incentive Qualification*

Declaration (SDSC Form #PUR-003/003A) and a *Disabled Veteran Business Enterprise (DVBE) Status Declaration* (SDSC Form #PUR-004/004A). See the Instructions for each form for additional information.

2. **Proposer has a DVBE Business Utilization Plan (BUP).** If Proposer has an approved DVBE BUP and wishes to claim the DVBE incentive associated with this solicitation, Proposer must submit a completed *Disabled Veteran Business Enterprise (DVBE) Incentive Qualification Declaration* (SDSC Form #PUR-003/003A). See the Instructions for additional information. Note that this option only applies to solicitations of IT Goods and Services, and Non-IT Goods.
3. **Proposer will use DVBE Subcontractors.** If Proposer is not itself a DVBE but will use subcontractors who are DVBEs and wishes to claim the DVBE incentive associated with this solicitation, Proposer must submit a completed *Disabled Veteran Business Enterprise (DVBE) Incentive Qualification Declaration* (SDSC Form #PUR-003/003A) with information about each DVBE subcontractor. In addition, each DVBE subcontractor must submit a *Disabled Veteran Business Enterprise (DVBE) Status Declaration* (SDSC Form #PUR-004/004A). See the Instructions for each form for additional information. Note that this option does not apply if the solicitation precludes the use of subcontractors.

All forms referenced above are included in **Attachment 6**. Failure to complete and submit Attachments as required will result in Proposer not receiving the DVBE incentive. The Court 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 *DVBE Post-Contract Certification* (SDSC Form #PUR-006) (**Attachment 7**) if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its bid unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION 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.

13.0 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.

All solicitation specifications and award protests must be submitted in accordance with the procedures set forth in this policy. The Court reserves the right to alter and/or supplement this policy in specific solicitations. Any such modifications will be set forth in the solicitation document and will supersede this policy if a conflict exists. Failure to comply with these protest procedures will render a protest inadequate and non-responsive, and will result in rejection of the protest.

The deadline for the Court to receive a solicitation specifications protest is 3:00 p.m. October 1, 2020. Protests must be sent **or hand delivered** to:

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Melanie Lewis
RFP SC 6666.2020.1
1225 Fallon Street, Room 210
Oakland, CA 94612

14.0 PROPOSAL CONTENT CHECKLIST

14.1 Technical Proposal (**Required**):

- Proposer's Information
- Proposer's Designated Representative Information
- Résumés/Credentials of each of Proposer's Key Staff Members
- List of three (3) client references (Attachment 12)
- Attachment 3: Proposer's Acceptance of Standard Terms and Conditions
- Attachment 4: General Certifications Form
- Attachment 5: Darfur Contracting Act Certification
- Proof of good standing and qualification to conduct business in California (for corporations, limited liability companies, or limited partnerships)
- Copies of current business licenses, professional certifications, broker authorizations and/or other credentials
- Proposer's Financial Documentation
- Attachment 6: Disabled Veteran Business Enterprise (DVBE) Packet (**Optional**)
- Attachment 7 Payee Data Record Form
- Attachment 8: Unruh Civil Rights Act and California Fair Employment and Housing Act Certification
- Attachment 9: Iran Contracting Act Certification

14.2 Cost Proposal (**Required**):

- Cost Proposal with Attachment 10: Cost Breakdown Sheet