

**SUPERIOR COURT OF MERCED COUNTY**  
**REQUEST FOR QUOTE – GOODS/SERVICE**

Date Issued: April 16, 2013

Superior Court of California  
County of Merced  
Attn: Finance Division  
627 W. 21<sup>st</sup> Street, Room 10  
Merced, CA 95340

Contact: Karen Bettencourt  
Phone: 725-4159 Fax: 725-4116  
E-mail: [karen.bettencourt@mercedcourt.org](mailto:karen.bettencourt@mercedcourt.org)  
**and** [amanda.toste@mercedcourt.org](mailto:amanda.toste@mercedcourt.org)

**Vendor:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

**THIS IS NOT AN ORDER**

Quote Due Must use court's form via fax, e-mail or delivered at above address.

Date & Time: Court must receive quote by: April 26, 2013 before 5:00 p.m.

Features

Required: Merced Employee Benefits Insurance Broker for approximately 113 employees and 31 covered retirees on the medical plan. The type of service we would like the broker to supply is as follows:

**Scope of Services**

**Terms and Conditions** The Court is seeking to select a proposer to serve as the Broker of Record for the Court's employee health insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The Court is particularly interested in a broker with a proven track record, which allows the Court to maintain quality programs and contain or reduce costs.

The selected broker will perform a full range of benefits program services related to the acquisition, implementation, maintenance, communication and improvement of the Court's employee insurance benefits. The selected broker shall provide services, including, but not limited to, the following:

**A. Analysis and Reporting**

1. Analyze existing health insurance coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies for the provision of health insurance benefits and project their potential savings.
3. Provide analysis and recommendations of health insurance alternatives based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Provide, maintain and update comparison reports of other public and private companies' benefits plan offerings and costs to determine their competitiveness with the Court's programs.
5. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
6. Regularly monitor and evaluate performance measures and guarantees for providers. Maintain full and accurate records with respect to all matters and services provided on behalf of the Court's benefits plans and programs. Provide Court staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the Court's benefit plans and programs.

**B. Liaison and Problem Intervention**

1. Act as liaison between the Court and insurance providers.
2. Provide timely customer service and assistance to staff, with issues involving vendor service issues, advocacy for services, and interpretation of contracts and services.

**C. Annual Renewal Process and Evaluation**

1. Establish a strategy for the provisions of employee health benefits. Consider trends, union negotiations, prospective and proposed legislation, new delivery systems and geographic health-care practices to make long-term projections regarding benefits and costs.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
3. Conduct thorough and applicable market research in preparation for contract renewals.
4. Represent the Court in all negotiations with providers on various topics including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
5. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.

**D. Other Service Requirements**

1. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
2. Assist with presentation content for labor and management benefits meetings and/or Executive Committee meetings.
3. Attendance at, and assistance with, meetings with the Executive Committee, Court Staff and labor groups.

**Evaluation Criteria:**

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. The Award, if made, will be to the highest scored proposal.

**CRITERION**

**MAXIMUM NUMBER OF POINTS**

<p><b>A. <u>Demonstrated Experience and Ability</u></b></p> <ol style="list-style-type: none"><li>1. The proposer shall have at least five (5) consecutive years of experience in California providing health benefits brokerage services to public sector entities.</li><li>2. The proposer must be legally authorized to do business in the State of California and shall meet all licensing and other requirements for health benefits brokerage and advice services imposed by State and Federal law and regulations.</li><li>3. The proposer shall have experience working with labor unions and advisory committees.</li></ol>	<p style="text-align: center;"><b>40</b></p>
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<ol style="list-style-type: none"> <li>4. Proposer shall list as references at least three (3) public entities of approximately the same size as the Court to which the proposer has provided services similar to those described in this RFQ, and which references can independently evaluate the Proposers expertise in this area.</li> <li>5. Proposer shall provide the name, address and contact information of at least two (2) clients that have terminated its services in the last three years and the reason for the termination, as well as the name and title of an employee or official of each client familiar with the proposer's services.</li> <li>6. It is preferred that the proposer's office be located in the Northern California area and provide assurance of reasonable staffing continuity.</li> <li>7. As an appendix, ability to furnish financial information that accurately describes the financial stability of your firm.</li> </ol>	
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<p><b>B. Methodology</b></p> <ol style="list-style-type: none"> <li>1. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.</li> <li>2. The proposer shall possess knowledge of applicable State of California and federal laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in California.</li> <li>3. The proposer shall have the ability to perform the required analysis of existing health coverage, identify cost saving alternatives, monitor and evaluate performance measures and generate applicable reports as noted in section A. 1-6.</li> <li>4. The proposer shall have the ability to act as liaison and provide timely customer service as noted in section B. 1-2.</li> <li>5. The proposer shall have the ability to perform annual renewal process and evaluation as noted in section C. 1-5.</li> <li>6. The proposer shall have the ability to perform other service requirements as noted in section D. 1-3.</li> </ol>	<p style="text-align: center;">60</p>
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**Criteria for selecting the winning bid will be submission of complete quote, highest score obtained against the selection criteria as noted in the above table, based on the available and obtainable information. Winning bidder will be notified by 5:00 pm May 3, 2013.**

THE LEGISLATURE ENACTED THE CALIFORNIA JUDICIAL BRANCH CONTRACT LAW ON MARCH 24, 2011. TO COMPLY WITH THIS NEW LAW, AND THE JUDICIAL BRANCH CONTRACTING MANUAL ADOPTED PURSUANT TO THE LAW, JUDICIAL BRANCH CONTRACTS MUST CONTAIN CERTAIN CONTRACTUAL PROVISIONS. ACCORDINGLY, THIS MASTER AGREEMENT INCORPORATES THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHMENT AT [HTTP://WWW.COURTS.CA.GOV/DOCUMENTS/JBCM-ATTACH1PO-IT.PDF](http://www.courts.ca.gov/documents/jbcm-attach1po-it.pdf) ENTITLED "PURCHASE ORDER-IT GOODS: JUDICIAL BRANCH CONTRACT LAW ATTACHMENT" (ATTACHMENT), IN ADDITION TO ALL OTHER TERMS AND CONDITIONS PRINTED ON, OR ATTACHED TO, THIS MASTER AGREEMENT ("TERMS"). IF THERE IS A CONFLICT BETWEEN THE ATTACHMENT AND THE TERMS, THE TERMS SHALL PREVAIL.

Required Delivery Date: No later than May 31, 2013 Payment: Net 30 days

**Please quote on the following items\* :**

Bid #	Quantity	Description	Unit Price	Total Cost
1		Health Insurance Broker		\$0.00

**Other information:** We reserve the right to reject all bids. Respondents MUST USE this form – those whom do not use it will not be considered. Please attach information regarding tentative service agreement with all cost intended as requested above.

F.O.B.: \_\_\_\_\_

**EVALUATION CRITERIA (for Finance Use Only):**

1. Submission of Completed Quote
2. Agreement that there is no direct coast to the court
3. Ability to Meet the Courts Needs as noted in the above sections
4. High reliability of Information Obtained
5. \_\_\_\_\_

\* Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **ACCEPTANCE**

BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

### **WARRANTIES:**

Seller warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Order; (iii) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller, (iv) comply with the requirements of this Order, (v) be in compliance with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

### **CHANGES**

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

### **DELIVERY AND PACKING SLIPS**

Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

### **MATERIAL SAFETY DATA SHEETS**

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

### **RISK OF LOSS**

Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of this Order.

### **INSPECTION AND ACCEPTANCE**

Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty (30) days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

### **INVOICES, PAYMENT AND SETOFF**

The Court shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the face of this Order. Payment is due 30 days from receipt of a correct invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

### **AUDIT RIGHTS**

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

### **TERMINATION**

The Court may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

### **INDEMNITY**

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

### **INFRINGEMENT PROTECTION**

Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

### **INSURANCE**

Seller agrees, warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees performing this Order.

### **LEGAL COMPLIANCE**

- (a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting goods and services under this Order.
- (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et. seq., which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

### **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS**

Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agency of employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.