

Request for Proposals

JUDICIAL COUNCIL OF CALIFORNIA

REAL ESTATE AND FACILITIES
MANAGEMENT

Subject: Request for Proposals (RFP)
for Title, Escrow, & Related Services

RFP Number: REFM-2014-04-JMG



1. OVERVIEW

The Judicial Council of California (“**Judicial Council**”), chaired by the Chief Justice of California, is the chief policy making entity of the State of California Judicial branch of government (“**Judicial Branch**”). The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Judicial Council’s Real Estate and Facilities Management office (“**REFM**”) is responsible for real estate and facilities management for the Superior and Appellate Court facilities in California, including site acquisitions, property dispositions, and real estate and asset management.

The Trial Court Facilities Act (“**SB 1732**”) signed into law in 2002, shifted the management and operation of California’s Superior Court facilities from the 58 individual counties to the State of California (“**State**”), thereby giving the State responsibility for all of California’s Superior and Appellate Court facilities. Under SB 1732, the Judicial Council, on behalf of the State, has statutorily prescribed duties to take title to and/or responsibility for existing Superior Court facilities located throughout the 58 counties. Transfers of responsibility for all 534 facilities were completed in December 2009. Of those, 75 title transfers are pending, approximately 20 of which are expected to occur during the next four (4) years.

In addition to transferring existing Superior Court facilities, the Judicial Council is responsible for meeting ongoing and future facility needs of the courts.

Senate Bill 1407 (Perata), enacted in 2008, funds and finances up to \$5 billion in trial court facility construction throughout the state. Currently, there are site acquisitions in progress or planned, for which we will require title, escrow, and related services. Additionally, title services will be required for existing facilities in support of planned dispositions.

2. PURPOSE OF THIS RFP

The Judicial Council seeks to identify and retain two or more qualified firms to provide title, escrow and related services required to evaluate and/or convey properties to the Judicial Branch; or to sell or otherwise dispose of State equity in existing Judicial Branch properties throughout California. This RFP is the means for title firms to submit their qualifications and pricing Proposals to the Judicial Council for consideration, along with detailed descriptions of services provided.

Based upon the evaluation of the Proposals submitted, the Judicial Council will determine the most qualified firms and enter into master agreements with one or more of them. The term of the master agreement(s) will be for three (3) years, beginning January 1, 2015.

During the master agreement term, the title firm will provide title and escrow services, as more particularly described in **Attachment A (Scope of Services)**, on an as-needed basis for an

undetermined number of existing court facilities and prospective court facility sites in various counties throughout the State of California. The Judicial Council may order title and escrow services in any quantity at any time during the master agreement term, or not at all.

3. JUDICIAL COUNCIL RIGHTS

The Judicial Council reserves the right to reject any and all Proposals in accordance with the provisions of this RFP, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and neither the Judicial Council nor the State of California is in any way responsible for the cost of preparation of Proposals.

4. RFP ADMINISTRATION

4.1 Each person or entity submitting a Proposal (“**Proposer**”) in response to this RFP is advised that, by virtue of the act of providing a Proposal to the Judicial Council, the Proposer is agreeing to be subject to the Judicial Council’s Administrative Rules Governing this Request for Proposal, which are included in this RFP as **Attachment B**. Proposers are advised to read and understand these rules before submitting a Proposal.

4.2 The RFP process and RFP Schedule are subject to change at any time. Changes will be posted to the California Courts website pertaining to this RFP, <http://www.courts.ca.gov/rfps.htm>.

No other notifications of changes will be transmitted.

Proposers are urged to consult the California Courts website pertaining to this RFP regularly to remain apprised of any and all changes. Staying abreast of changes to the RFP is the sole responsibility of the Proposer.

4.3 Throughout this solicitation process, if there is a need to communicate with the Judicial Council regarding this RFP, such communication will be via e-mail to the RFP e-mail address: capitalprogramssolicitations@jud.ca.gov.

4.4 Except as provided in Section 4.3 above, and 4.5 and 4.10 below, Proposers and their sub-contractors must not contact any Judicial Council personnel directly regarding either the nature of the services being requested or any activities that are related to this RFP. Violation of this restriction may disqualify a Proposer from consideration for an award.

4.5 Any questions regarding this RFP or requests for changes to the RFP or the master agreement posted with this RFP (“**Master Agreement**”) must be submitted no later than the date and time for submission of questions specified in the RFP Schedule. The “Form for Submission of Questions” posted separately to the California Courts website pertaining to this RFP should be used as the means for submitting questions to the RFP e-mail address: capitalprogramssolicitations@jud.ca.gov.

- 4.6 Answers to questions submitted, clarifications, and addenda to this RFP and any changes to the Master Agreement will be posted on the California Courts website pertaining to this RFP on or before the date specified in the RFP Schedule.
- 4.7 Proposers should submit their Proposals with the expectation that there will be no further changes to the version of the Master Agreement posted on the date and at the time Proposals are due.
- 4.8 Upon receipt, Proposal materials will be given an initial cursory assessment to determine if they seem to comply with the requirements for Proposal submission set forth in Section 5.5 of this RFP. If no deviations or deficiencies are identified, evaluation of the Proposal will continue; however, if, at any subsequent time during the RFP evaluation process, it is determined that the Proposal materials are not in compliance as noted above, the Proposal will be disqualified from further evaluation and the Proposer notified.
- 4.9 An evaluation team consisting of REFM staff will evaluate and score the Proposals in all subject areas specified in Section 6.2 below, **except** price. Price Proposals will be scored separately, as described in the Price Proposal Form posted to the California Courts website pertaining to this RFP, by the Judicial Council's Business Services unit, which is responsible for administering this RFP.
- 4.10 If at any time during the evaluation process the evaluation team has questions or otherwise requires clarification of a Proposal, the evaluation team will directly submit e-mail requests for information to the Proposer at the e-mail address the Proposer specifies in its Technical Proposal Form. Proposers will be required to respond within the time frame set forth in the request.
- 4.11 In the process of evaluating the Proposals, the evaluation team may contact client references cited in the Proposals, in order to verify past experience and performance of the Proposer.
- 4.12 Once Proposals have been evaluated and scored in all categories, a Notice of Intent to Award will be posted on the California Courts website pertaining to this RFP listing the selected firms.
- 4.13 Following posting of the Notice of Intent to Award, the Judicial Council's Business Services unit will provide contract documents for signature to awarded Proposers. The Master Agreement posted with this RFP as a separate document will be used as the contractual document. Prospective service providers are urged to review the Master Agreement prior to submission of a Proposal. If a Proposer has questions regarding the Master Agreement, those questions must be raised in accordance with the provisions of sections 4.5 through 4.7 above.
- 4.14 Proposers must sign the Master Agreement provided by the Judicial Council's Business Services unit and return it within 14 days of receipt. DVBE participation forms must be submitted at that time. Failure to provide a fully completed and acceptable DVBE participation form (See the DVBE Participation Form and section 8 below) will delay the execution of your contract.

- 4.15 If the Judicial Council has not received a signed agreement and acceptable DVBE Form within 14 days of the date of submission to a Proposer, the Judicial Council will have the right to withdraw its award of contract and, if so desired, proceed with an award to a different Proposer.

5. PROPOSAL SUBMISSION

- 5.1 Proposals are due on or before the date and time specified in the RFP Schedule or as the RFP Schedule is subsequently modified by any changes posted to the California Courts website pertaining to this RFP. It is the sole responsibility of the Proposer to ensure that the Proposal reaches the Judicial Council on or before the date and time specified.
- 5.2 Proposals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the Judicial Council provides no receipts nor makes any notification of its receipt or failure to receive any Proposal. Please consult your courier service for information in this regard.
- 5.3 Proposals may be sent by US mail, express mail, courier service, or delivered in person to the Judicial Council and must be addressed to the Judicial Council at the address given below. E-mailed and faxed submissions will **not** be accepted. Proposals received in any other manner or at any other location will not be evaluated for an award.
- 5.4 Address / Location for Submission of Proposals:

Judicial Council of California
Attn: Nadine McFadden, Administrative Coordinator
Finance – Business Services Unit
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

(Indicate RFP Number and Name of Your Firm at lower left corner of envelope.)

If a Proposal is hand-delivered, it may only be submitted to the Judicial Council at the **6th Floor reception desk** located at the above address. Proposers are advised to obtain a handwritten receipt from the Judicial Council receptionist if submitting a Proposal by courier or in person. If the receptionist is not available, please call Nadine McFadden at 415-865-4962 or, if no answer, John McGlynn at 415-865-8893.

- 5.5 A Proposal (“**Proposal**”) shall consist of the following materials and must be prepared and provided as follows:

5.5.1 Printed Documents

- **Technical Proposal Form**

The Technical Proposal document shall be presented as a printed and bound document and shall consist of a fully completed version of the Technical Proposal Form posted to the California Courts website for this RFP. Provide five (5) copies. All copies shall be segregated into a single envelope or box labeled

“Technical Proposal”. DO NOT INCLUDE COPIES OF THE PRICE PROPOSAL IN YOUR TECHNICAL PROPOSAL.

- **Price Proposal Form**

The Price Proposal document shall be presented as a printed document and shall consist of a fully completed Price Proposal Form posted to the California Courts website for this RFP. Provide two (2) copies. These copies must be segregated into a single SEALED envelope labeled “Price Proposal”.

- **Payee Data Record Form**

Complete, sign, and provide one Payee Data Record Form posted to the California Courts website for this RFP. Your completed form shall bear original signatures. On this form, indicate the exact legal name under which your organization proposes to contract with the Judicial Council. If at a date subsequent to submission of the Proposal your organization alters the name under which you propose to do business with the Judicial Council, the Judicial Council shall have the right, at its sole discretion and without justification, to discontinue evaluation of your Proposal and to withdraw any award made.

5.5.2 One (1) CD which includes the following three (3) files:

- A separate MS Word file containing the entire text of your Technical Proposal document. Label this file with the name of your firm and the words “**Technical Proposal - REFM-2014-04-JMG**”
- A separate MS Word file containing the entire text of your **Price Proposal** document. Label this file with the name of your firm and the words: “**Price Proposal for REFM-2014-04-JMG**”
- A separate PDF file containing a copy of your completed Payee Data Record. Label this file with the name of your firm and the words: “**Payee Data Record for REFM-2014-04-JMG**”

Label the disk with the name of your firm and RFP Number: “REFM-2014-04-JMG”

5.5.3 PLEASE NOTE: DVBE documents (see **the DVBE Participation Form**) are not to be submitted with your Proposal. The Judicial Council will require DVBE documents only if your firm is awarded an agreement with the Judicial Council.

6. PROPOSAL SCORING PROCESS

6.1 Proposals that conform to the content and format requirements of this RFP with regard to the submission of Proposals will be evaluated and ranked according to the assigned weights for the subject areas being evaluated, as indicated below.

6.2 Subject areas to be evaluated and ranked, and the weights accorded them, are as follows:

Possible Points	SUBJECT AREAS TO BE EVALUATED
30	<u>Price</u> : Price will be scored as specified in this Section 6, as further described below.
20	<u>Required Services</u> : Ability to provide the full scope of services specified in Attachment A, Scope of Services under the “Required Services” section, as evidenced by your response in the Technical Proposal Form, paragraphs B and C.
10	<u>Prior Breadth of Experience</u> , as evidenced by Proposal responses in the Technical Proposal Form, paragraph A and interviews with client references.
10	<u>Breadth of Service Area</u> : Ability to provide Services in all or most of the 58 counties in the State of California, as evidenced by your responses in the Technical Proposal Form, paragraph D.
15	<u>Sufficiency of Quality Assurance Process</u> you submit in response to the Technical Proposal Form, paragraph E to meet the Judicial Council’s needs.
5	<u>Sufficiency of Your Process for Insuring Responsiveness</u> to Judicial Council questions; and maximum response times for questions and requests for quotes, as evidenced by your response to the Technical Proposal Form, paragraph F.
10	<u>Adequacy of Your Turnaround Times</u> specified in the Technical Proposal Form, paragraph G.
100	<u>Total</u>

6.3 The scoring of all categories **except price** will be performed by REFM personnel. All subject areas **except price** will be ranked from 1 - 5 by each evaluator. The average ranking of all evaluators for each subject area will be divided by 5 and multiplied by the maximum number of points possible for that subject area (shown above) to calculate the final score for that subject area. These scores will be published to the California Courts website pertaining to this RFP.

6.4 Following publication of scores for the subject areas **excluding price**, the Price Proposals will be opened, evaluated and scored by the Judicial Council’s Business Services unit.

6.5 Points for price will be awarded in accordance with the process specified in the Judicial Branch Contracting Manual, Chapter 4C, Appendix A, beginning on page 29. See: <http://www.courts.ca.gov/documents/jbcl-manual.pdf>. The price tabulation and scoring process is also completely documented in the Price Proposal Form.

6.6 Following calculation of Price Proposal points, the previously awarded scores for the other subject areas will be combined with the Price Proposal score to determine the final

scores. Price scores and final scores will be posted to the California Courts website pertaining to this RFP.

- 6.7 If the two (2) top scoring Proposals, when considered together, will provide service in all 58 counties of the State, only 2 contracts will be awarded. If the two (2) top scoring Proposals, when considered together, do not provide service in all 58 counties of the State, the State will award additional contracts, in descending final score rank, until all 58 counties in the State are covered by contracts.
- 6.8 The Judicial Council will provide the selected Proposers with a copy of a completed Master Agreement for signature in accordance with the RFP Schedule.

7. AGREEMENT TERMS AND CONDITIONS

- 7.1 The Judicial Council will enter into agreements with the selected Proposers using the Master Agreement which establishes the services to be provided and sets forth the obligations of the parties, including prices and fees to be charged. The Master Agreement is included as a separate document posted with this RFP.
- 7.2 Each assignment will be authorized under the Master Agreement by a signed work order (“**Work Order**”). Each such Work Order will include details about the nature of the services and reports to be provided for the Judicial Council, the timeline(s) for the assignment(s), reporting guidelines, and other information, as well as the price applicable to the services authorized.
- 7.3 The term of the master agreement will be for three (3) years, beginning January 1, 2015. Prices will remain fixed throughout the complete three (3) year term.

8. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE's). Proposers are subject to this participation goal. If a Proposer is selected under this RFP to enter into an agreement with the Judicial Council, the Judicial Council will require that the Proposer participate in the DVBE program at this level. Participation will be documented in the DVBE Compliance Form provided with this RFP. Information about DVBE resources that may assist you in formulating your DVBE program can be found on the Executive Branch’s internal website at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

ATTACHMENT A – SCOPE OF SERVICES

OVERVIEW

Title, escrow, and related services required by the Judicial Council are described below. Services will be required on an as-needed basis for an undetermined number of existing court facilities and prospective court facility sites throughout the State of California. The Judicial Council may order title and escrow services at any time during the agreement term or not at all. The subject properties are located in various counties throughout the State and are located in urban, suburban and rural areas.

SERVICE AREA

Although the Judicial Council prefers to enter into agreements with firms who can provide title and escrow services in all or most of the 58 counties in California, this is not a requirement and we will consider firms who can provide only regional services. However, the number of counties excluded from a firm's service area will be taken into consideration during the evaluation and scoring of Proposals.

USE OF SUBCONTRACTORS

Use of subcontractors will be permitted; however, any firm with whom the Judicial Council contracts, will itself remain the sole point of contact with the Judicial Council, will be solely responsible for the supervision and the acts of its subcontractors, and must warrant the work of such subcontractors as if it were the firm's own work.

REQUIRED SERVICES

1. **UPDATES TO REPORTS:** Issue updates to existing preliminary reports, including copies of all underlying exception and exclusion documents.
2. **NEW REPORTS:** Issue **new** preliminary reports, including copies of all underlying exception and exclusion documents in cases where no previous preliminary report is available. The following two (2) scenarios may apply:
 - a. The Judicial Council will provide a copy of an existing title policy.
 - b. The Judicial Council will not provide a copy of an existing title policy.
3. **OTHER INFORMATION AND DOCUMENTS:** Provide other related information and documents of record concerning title to a property, such as copies of vesting deeds, parcel maps, tract maps, all maps referenced in the legal description of the subject property, and other documents, upon request.
4. **CHAIN OF TITLE:** Issue chain of title reports upon request.
 - a. Issue Chain of Title going back 30 years.
 - b. Issue Chain of Title going back beyond 30 years.

5. **LITIGATION GUARANTEES:** Issue litigation guarantees upon request.
6. **LEGAL DESCRIPTIONS:** Assist the Judicial Council and its consultants with the development of legal descriptions for:
 - a. Public and private properties; and/or
 - b. Unrecorded easements, rights of way or other apparent encumbrances or rights.
7. **MARKETABLE TITLE:** Assist the Judicial Council and its consultants and the property owners in resolving issues affecting marketable title to properties by providing necessary services, including but not limited to the following:
 - a. Review of proposed corrective instruments;
 - b. Advising as to whether a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it does achieve its purpose;
 - c. Recordation of corrective instruments;
 - d. Provide additional services on an "as needed" basis.
8. **PRO FORMAS:** Issue Pro Forma Title Policies upon request by the Judicial Council. The Judicial Council will designate the type of policy and amount of insurance required.
9. **CLTA/ALTA COVERAGE:**
 - a. Issue either CLTA or ALTA extended-coverage owner's policies of title insurance for properties conveyed to the Judicial Council in fee (as designated by the Judicial Council) together with appropriate title endorsements, including:
 - b. CLTA 100 Comprehensive Coverage
 - c. CLTA 103.1A Encroachment Coverage
 - d. CLTA 103.4 Access through an Easement
 - e. CLTA 103.7 Access
 - f. CLTA 110.1 Deletion of Item from Policy
 - g. CLTA 116 Location
 - h. CLTA 116.1 Survey
 - i. CLTA 116.4 Contiguity
 - j. CLTA 116.7 Subdivision
 - k. CLTA 123.3 Zoning
 - l. Aggregate Title Insurance Tie-In Endorsement
 - m. Others as required (to be quoted on an as needed basis through the Work Authorization process)
10. **AGGREGATE TITLE INSURANCE ENDORSEMENT:** Provide an aggregate title insurance endorsement under one master extended-coverage owner's policy covering all or a portion of Judicial Branch properties (as specifically requested by the Judicial Council) which your firm has insured or will insure.

11. **RECORD DOCUMENTS:** Record grant deeds, easements, memoranda of agreements and related documents required with respect to the transfer of title, or other insurable interest in, each property in the office of the County Recorder for the county in which the property is located, even if said recordation is not in connection with an open escrow or with the issuance of a policy (“courtesy recording”).
12. **DISTRIBUTE DOCUMENTS:** Distribute to the parties originals or copies (as appropriate) of executed and/or recorded closing documents.
13. **ESCROW:** Receive, hold and disburse to the party or parties entitled thereto amounts required to be deposited into escrow and/or disbursed in connection with the closing of each property transaction.
14. **CLOSING STATEMENTS:** Prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transaction. Itemize miscellaneous out-of-pocket expenses for Escrow Services: a) overnight mail; b) courier fees; c) document preparation.
15. **ADDITIONAL SERVICES:** Provide other services in support of fulfilling the Judicial Council’s needs with regard to the procurement of title and escrow services, provided that such additional services can be provided in accordance with the provisions of the Master Agreement that pertain to a Work Order for Additional Services.
16. **ADMINISTRATIVE SERVICES:** At no cost to the Judicial Council, provide certain ongoing administrative services as required to service the Judicial Council account.
17. **DELIVERY OF REPORTS, POLICIES OF TITLE INSURANCE, AND OTHER DOCUMENTS:**
 - a. The Judicial Council requires all documents, title reports, policies of title insurance, and status reports to be delivered by e-mail to the Judicial Council.

If documents contain hyperlinks to other documents, the hyperlinks must remain active and accessible to the Judicial Council throughout the term of the Master Agreement (including any renewal terms), and for a minimum of 24 months after the expiration of the Master Agreement.

**ATTACHMENT B –
ADMINISTRATIVE RULES GOVERNING THIS REQUEST FOR PROPOSAL
(NON-I.T. SERVICES)**

1. COMMUNICATIONS WITH JUDICIAL COUNCIL REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to: capitalprogramsolicitations@jud.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

- A. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Judicial Council’s responses will be made available.
- B. If a Proposer’s question relates to a proprietary aspect of its Proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Judicial Council concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Judicial Council does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.

3. ERRORS IN THE RFP

- A. If, before the Proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Judicial Council via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Judicial Council may modify the RFP before the Proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the Judicial Council of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the Proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Judicial Council may modify the RFP before the Proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a Proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Judicial Council via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its Proposal at any time before the deadline for submitting Proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified Proposal, provided that it is received at the Judicial Council no later than the Proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a Proposal, the Judicial Council may reject the Proposal; however, the Judicial Council may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the Proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may cancel the RFP for any or no reason. After the Proposal due date and time listed in the timeline of the RFP, the Judicial Council may reject all Proposals and cancel the RFP if the Judicial Council determines that: (i) the Proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Judicial Council.
- B. The Judicial Council may or may not waive an immaterial deviation or defect in a Proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Judicial Council reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Judicial Council's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Judicial Council reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the Proposal.

- D. Proposers are specifically directed NOT to contact any Judicial Council personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Judicial Council personnel or consultants may be cause for rejection of the Proposer's Proposal.

8. EVALUATION PROCESS

- A. A Judicial Council evaluation team will review all Proposals that are received by the RFP deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. Cost Proposals will be reviewed and evaluated only if the technical Proposal is determined by the evaluation team to be satisfactory. All figures entered on the cost Proposal must be clearly legible.
- D. During the evaluation process, the Judicial Council may require a Proposer's representative to answer questions regarding the Proposer's Proposal. Failure of a Proposer to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal non-responsive.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Proposer submitting the Proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE JUDICIAL COUNCIL DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Judicial Council and the selected Proposer. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount withheld may depend upon the length of the project and the payment schedule provided in the agreement between the Judicial Council and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of agreement, if made, will be in accordance with the RFP to a responsible Proposer submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Judicial Council.
- B. A Proposer submitting a Proposal must be prepared to use a standard Judicial Council agreement form rather than its own contract form.

- C. The Judicial Council will make a reasonable effort to execute any agreement based on the RFP within forty-five (45) days of selecting a Proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of an agreement.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original counterparts and returned, along with the required attachments, to the Judicial Council no later than ten (10) business days of receipt of agreement or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate Judicial Council officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 (“Award and Execution of Agreement”) may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Judicial Council may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of an agreement may not be issued without prior written approval of the Judicial Council.

14. ANTI-TRUST CLAIMS

- A. In submitting a Proposal to the Judicial Council, the Proposer offers and agrees that if the Proposal is accepted, Proposer will assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Judicial Council pursuant to the Proposal. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a Judicial Council action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations Mailbox.

END OF RFP