



Request for Proposals for Title,  
Escrow, and Related Services

July 2008 through June 2011

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ADMINISTRATIVE OFFICE  
OF THE COURTS

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OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

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REQUEST FOR PROPOSALS

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Date

March 6, 2008

To

Potential Service Providers

From

Administrative Office of the Courts (AOC),  
Office of Court Construction and  
Management (OCCM)

Subject

Request for Title, Escrow and Related  
Services

Action Requested

You are invited to review and respond to the  
attached Request for Proposal (RFP) Title,  
Escrow and Related Services OCCM-  
FY2007-06

Submittal Deadline

Friday, 04/25/08, 1:00pm Pacific Time

Submittal of Proposals shall be made to:

Judicial Council of California,  
Administrative Office of the Courts,  
Attention: Nadine McFadden, 455 Golden  
Gate Avenue, 7th Floor, San Francisco, CA  
94102

For further information, please write to:

[OCCM\\_Solicitations@jud.ca.gov](mailto:OCCM_Solicitations@jud.ca.gov)

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<b>RFP SCHEDULE</b>		<b>DATES (Calif. Time)</b>
1.	RFP is Issued	<b>Mon. 3/10/08</b>
2.	Deadline for submittal of Service Provider requests for clarifications, modifications or questions regarding the RFP. Mail all questions, using the Form for Questions posted along with this RFQ/RFP, to the following address: <a href="mailto:OCCM_Solicitations@jud.ca.gov">OCCM_Solicitations@jud.ca.gov</a>	<b>Tue. 4/01/08</b>
3.	Modifications to the RFQ/RFP and/or answers to questions will be e-mailed to participants	<b>Mon. 4/7/08</b>
4.	Vendors interested in participating are requested to register and provide certain information by e-mail to the following e-mail address: <a href="mailto:OCCM_Solicitations@jud.ca.gov">OCCM_Solicitations@jud.ca.gov</a>	<b>Wed. 4/9/08</b>
5.	<b><u>Submittal Deadline for Proposal: Submissions must be addressed as follows:</u></b> Judicial Council of California Administrative Office of the Courts Attention: Nadine McFadden, Business Services, Floor 7, 455 Golden Gate Avenue San Francisco, CA 94102	<b>1 PM, Fri. 4/25/08</b>
6.	Short Listed Service Providers will be notified by e-mail of a suggested date and time for their interview.	<b>Thu. 5/8/08</b>
7.	Interviews of Short Listed in AOC San Francisco office	<b>Parties to coordinate</b>
8.	Notice of Intent to Award posted on the Court website: <a href="http://www.courtinfo.ca.gov/reference/rfp">http://www.courtinfo.ca.gov/reference/rfp</a>	<b>To Be Announced</b>
9.	Contracts signed	<b>Mon. 6/2/08 (Estimated)</b>
10.	Contracts effective	<b>Tue. 7/1/08</b>

## **Request for Proposal (RFP) Title, Escrow and Related Services**

### **1.0 GENERAL INFORMATION**

#### **1.1 Background**

The Judicial Council of California (Council), chaired by the Chief Justice of California, is the chief policy making entity of the California judicial system. The California Constitution directs the 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 Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

In 2003, the AOC's Office of Court Construction and Management division (OCCM) was established to oversee site acquisition, planning, design, construction, maintenance, and real estate and asset management for the Superior and Appellate Court facilities in California.

#### **1.2 Implementation of Trial Court Facilities Act; Ongoing Management of Superior and Appellate Court Real Estate Portfolio**

The Trial Court Facilities Act (SB 1732) passed by the state legislature in 2002, shifts 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 Council and AOC, on behalf of the State, have statutorily prescribed duties to take title to and/or responsibility for over 450 existing leased and owned Superior Court facilities located throughout the 58 counties. OCCM is currently in the process of negotiating agreements with the individual counties to transfer these facilities. As of December 1, 2007, 32 leased and 87 owned facility transfers had been completed.

In addition to transferring existing Superior Court facilities, the AOC is responsible for meeting the ongoing and future facility needs of both the Superior and Appellate Courts.

### **2.0 PURPOSE OF THIS RFP**

The AOC seeks to identify and retain one or more qualified title insurance or escrow companies (Service Provider[s]) to provide various title, escrow and related services required to evaluate and/or convey existing or prospective court properties to the State.

This RFP is the means for prospective Service Providers to submit their qualifications and pricing proposals to the AOC for consideration. After evaluating proposals, the AOC may invite one or

more qualified prospective Service Providers to enter into a master services agreement (Agreement or Contract) with the AOC.

### 3.0 SCOPE OF SERVICES

- 3.1. Contract Term: The term of the contract(s) awarded shall be for 1 year (12 months) beginning in July, 2008. The AOC shall have the unilateral right to renew for 2 additional periods of 1 year.
- 3.2. Contract Terms and Conditions: Provision of the work is subject to the terms and conditions of the Legal Agreement posted with this RFP, including its provisions regarding prices, amounts allowable for expenses, and not to exceed amounts you will quote and specify on Work Authorizations. Please read and familiarize yourself with the Legal Agreement.
- 3.3. Order Volume: The AOC will place orders on a non-exclusive, as-needed basis and makes no guarantees whatsoever for any specific order quantities or dollar-volumes.
- 3.4. Geographic Service Area / Use of Subcontractors: The subject properties are located in urban, suburban and rural areas throughout the State; therefore each Service Provider must be able to provide the required services for properties located in any of the 58 counties. The use of subcontractors, while not preferred, is acceptable, provided the Service Provider a) remains the single point of contact for the AOC; b) is completely responsible for managing the process and the subcontractors work product and performance; and c) warrants such work as if it were the Service Provider's own work.
- 3.5. Required Services:

The AOC requires the following services:

- 3.5.1. Issue updates to existing preliminary (title) reports (and provide copies of all underlying exception and exclusion documents), including any of the following three (3) scenarios as applicable:
  - a. Updates to reports originally ordered by AOC from Service Provider under a previous agreement between AOC and Service Provider, or under the new Agreement as contemplated by this RFP;
  - b. Updates to reports previously produced by Service Provider outside of any agreement with AOC;
  - c. Updates to reports previously produced by a company or firm other than Service Provider
- 3.5.2. Issue new preliminary (title) reports (and provide copies of all underlying exception and exclusion documents), where the AOC **cannot** provide a copy of a previous preliminary report as noted under 3.5.1. above, including either of the following two (2) scenarios:
  - a. AOC will provide a copy of an existing title policy
  - b. AOC will not provide a copy of an existing title policy

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- 3.5.3. Provide other related information and documents of record concerning title to a property, such as copies of vesting deeds, parcel maps/tract maps, FEMA flood zone designations.
- 3.5.4. Issue chain of title reports on an exception basis only (i.e., seldom required).
- 3.5.5. Assist 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 granted by the respective counties.
- 3.5.6. Assist AOC, its consultants and the counties in resolving issues affecting marketable title to properties through, among other things, recordation of corrective instruments and/or other appropriate means.
- 3.5.7. Issue Pro Forma Title Policies upon request by AOC. AOC will designate the type of policy requested and amount of insurance requested.
- 3.5.8. Issue either CLTA or ALTA extended-coverage owner's policies of title insurance for properties conveyed to the AOC in fee (as designated by the AOC) together with appropriate title endorsements, including:
  - CLTA 100 Comprehensive Coverage
  - CLTA 103.1A Encroachment Coverage
  - CLTA 103.4 Access through an Easement
  - CLTA 103.7 Access
  - CLTA 110.1 Deletion of Item from Policy
  - CLTA 116 Location
  - CLTA 116.1 Survey
  - CLTA 116.4 Contiguity
  - CLTA 116.7 Subdivision
  - CLTA 123.3 Zoning
  - Others as required (to be quoted on an as needed basis through the Work Authorization process described in RFP Section 3.6 below and in the Legal Agreement posted with this RFP.)
- 3.5.9. Provide a form of aggregate title insurance policy covering all or a portion of AOC properties under one master extended-coverage owner's policy, whether through issuance of an ALTA Owner's Aggregation Endorsement for policies previously issued, and/or by one or more of the Service Providers to be contracted for properties to be acquired. In connection with such a title insurance product, Service Provider's proposal should include a) the process for adding AOC properties to the policy as title to each additional property is acquired; b) the premiums for such aggregate policy coverage per each \$1,000 of coverage and the process for payment of premiums as properties are added to the policy; c) a general description of any terms and conditions that would disqualify a property from being included in the policy's

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coverage; d) any other terms, conditions or limitations that would be required in connection with such a policy.

- 3.5.10. Assist AOC in determining the appropriate amount of title insurance coverage for each property or portfolio (or portion thereof), whether acquired by purchase or without financial consideration, and taking into account valuation as determined by appraisal, or by opinion of value from a commercial real estate brokerage company.
- 3.5.11. Record grant deeds, certificates of acceptance, memoranda of agreements and related documents required with respect to the transfer of each property in the office of the County Recorder for the county in which the property is located.
- 3.5.12. Distribute to the parties originals or copies (as appropriate) of executed and/or recorded closing documents.
- 3.5.13. Disburse to the party or parties entitled thereto amounts required to be disbursed in connection with the closing of each property transfer transaction.
- 3.5.14. Prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transfer transaction.
- 3.5.15. Provide additional Services related to the title, escrow and related services specified above, at hourly rates, the scope of which will be agreed to in writing with the AOC via the Work Authorization Process given in the Legal Agreement.
- 3.5.16. Status Reports: Contractor will at no charge provide the AOC with regular order status reports on a weekly, bi-weekly, or monthly basis, at AOC's option.
- 3.5.17. Delivery of Title Reports/Documents/Status Reports: Contractor will at no charge provide AOC and its consultants with password protected access to an AOC-dedicated section of Contractor's website, where copies of all AOC-ordered reports and other documents will be posted no later than the order due date agreed upon and indicated on the Work Authorization. Website access must be available to AOC throughout the term of the Agreement (and any renewal terms), and after expiration, for a minimum of three (3) months from the time all ordered documents and reports have been posted. For Policies of Title Insurance, Contractor also will mail the AOC an original for its file.

3.6. Order Process; Status Reporting; Contract Administration

Work to be performed under the awarded contract will be undertaken in the following manner (further details can be found in the Legal Agreement posted with this RFP):

- 3.6.1. Order Process: The Order Process will be as specified in the Legal Agreement posted with this RFP. Please see the Legal Agreement for details.

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- 3.6.2. Status Reports: Service Provider will provide AOC with regular order status reports on a weekly, bi-weekly, or monthly basis, at AOC's option.
- 3.6.3. Delivery of Title Reports/Documents/Status Reports: Service Provider will provide AOC and its consultants with password protected access to an AOC-dedicated section of Service Provider's website where copies of all AOC-ordered reports and other documents will be posted no later than the order due date agreed upon and indicated on the WA. Website access must be available to AOC throughout the term of the Agreement (and any renewal terms), and after expiration, for a minimum of three (3) months from the time all ordered documents and reports have been posted. For Policies of Title Insurance, Service Provider also will mail the AOC an original for its file.
- 3.6.4. Invoicing: Upon completion of the order, Service Provider will e-mail the AOC a fully itemized invoice, referencing the Master Agreement Number, and AOC's Order Number and Description.

#### 4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

All Proposals are subject to Attachment A (Judicial Council of California Administrative Office of the Courts) Administrative Rules Governing Requests for Proposals.

By virtue of submission of a Proposal, you agree to be subject to said Administrative Rules. Please familiarize yourself with them.

In order for a Proposal to be considered responsive and acceptable for evaluation by the AOC, the Proposal must contain the following information and be submitted according to the following guidelines:

##### 4.1 Form of Submittal

- 4.1.1 A Proposal shall consist of, and be organized into the following three (3) parts, prepared and submitted as described in more detail below:

- 1) Service Provider Information;
- 2) Technical Proposal;
- 3) Cost Proposal.

- 4.1.2 Please mark the **visible outside surface** (i.e. outside surface of overnight courier package or other container) of the materials you submit to the AOC with the words "Title, Escrow, and Related Services – OCCM-FY2007-06".

- 4.1.3 Materials to be Submitted to the AOC:



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- a. Five (5) hard copies of the Proposal, each including a completed copy of the Price Proposal Form given in Attachment C.
- b. A single hard copy letter signed by an authorized representative in the exact legal name under which the company is proposing to conduct business with the AOC, and including name, title, address, e-mail, telephone and fax number of the individual who will serve as the responder's designated contact person with regard to the proposal.
- c. A single hard copy completed and signed original of the Payee Data Record form posted with this RFP.
- d. One (1) CD or flash drive labeled with the name of your organization and the following "Title, Escrow, and Related Services RFP No. OCCM-FY2007-06".

The CD or flash drive should include two files

- (1) Your Price Proposal in MS Word format, in the format of the Table given in RFP Attachment C.
  - (2) All three parts of your Proposal, as well as the above requested letter posted as a single PDF file.
- e. Note that DVBE documentation is not submitted with your Materials, but is to be submitted only if the Service Provider is selected for services (see Section 12).

4.1.4 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted below. Expensive bindings, color displays, etc. are not necessary or desired. Emphasis should be on addressing the scope of services, and other requirements of the RFP and on completeness and clarity of content.

4.2 Part 1: Service Provider Information should include:

4.2.1 Overview of your organization.

4.2.2 Names, addresses, and telephone numbers of five (5) client references for whom the Service Provider has provided similar services at some point in the last 12 months. By virtue of submission of the Service Provider's Proposal identifying said clients, Service Provider thereby releases the AOC and said clients from any liability for any and all claims of harm caused to Service Provider's reputation by virtue of said discussions.

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- 4.3 Part 2: Technical Proposal should address the following:
- 4.3.1 Describe the team you propose to assemble to manage the AOC account, perform the title services/escrow work, and handle the daily order processing/tracking, invoicing and related contract administration.
  - 4.3.2 Provide resumes describing the background and experience of the key staff you intend to assign for the performance of the work, describing each individual's ability and experience in conducting the proposed activities.
  - 4.3.3 Review Section 3 (Scope of Services) of this RFP and respond point-by-point to each of the requirements. Indicate if you can meet the requirement or not, or if you can meet the requirement only under certain conditions or circumstances. If you are not able to meet the requirement, please briefly explain why, noting any concerns or issues we should be aware of. If you are able to meet the requirement, please provide further details, as appropriate, on how you plan to do so. For each response, please reference our Section 3 paragraph number.
  - 4.3.4 Provide order completion turnaround times for each type of service required in Section 3 (Scope of Services). Be sure to note any circumstances, exceptions, conditions, etc. that may affect turnaround times.
  - 4.3.5 Provide the AOC with access to any website (a requirement under Section 3.6.3 of RFP) you intend to make available to the AOC as part of the services you expect to provide. Provide any passwords or codes needed for temporary access, for evaluation purposes. If a separate area must be established for AOC use, populate the area with some sample postings of preliminary reports and underlying documents.
  - 4.3.6 Provide any additional information you believe should be considered in the evaluation of your proposal.
- 4.4 Part 3: Price Proposal
- 4.4.1 Proposal should include the proposed fee schedule for all title and escrow services specified in RFP Section 3.5 (Scope of Services), including premiums for title insurance policies.
  - 4.4.2 Provide your pricing in the form of Fixed Prices or Hourly Rates, or a combination thereof. The prices you offer must be firm fixed prices and rates for three years, beginning in July 2008, and are not subject to change during that time period.
  - 4.4.3 The AOC prefers fixed prices rather than hourly rates wherever possible.
  - 4.4.4 All Work that is to be provided to the AOC and all Prices will be subject to the terms and conditions of the Legal Agreement posted with this RFP, including its provisions

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with regard to prices, not to exceed amounts, and reimbursement for travel and living expenses. Please read and familiarize yourself with the Legal Agreement.

## 5.0 PROJECT MANAGEMENT

The Project Manager for this RFP process is:

John McGlynn  
Administrative Office of the Courts  
Business Services  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102  
[OCCM\\_Solicitations@jud.ca.gov](mailto:OCCM_Solicitations@jud.ca.gov)  
(415) 865-8893

Any questions regarding the RFP or the RFP process shall be directed in writing to the above.

## 6.0 SUBMITTAL PROCESS

6.1 This RFP process and its RFP Schedule are subject to change at any time. Changes will be posted to the RFP website. **Prospective participants are urged to consult the website in a timely manner to remain apprised of any changes.** Staying abreast of changes in the RFP is the responsibility of the prospective proposer.

6.2 Interested Service Providers are asked to submit written questions on or before the date and time specified in the RFQ/RFP schedule, using the Questions Form provided in this RFQ/RFP, to the e-mail address specified in the schedule. Please provide an e-mail address to which you want the answers to your questions sent when you submit your question.

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6.3 Modifications to the RFQ/RFP and/or answers to questions will be e-mailed to participants on the date specified in the schedule.

6.4 Prospective vendors who intend to submit a proposal are requested to register and declare their intention to participate by submitting an e-mail with the following information to the e-mail address given in the RFQ/RFP Schedule on or before the date and time required in the schedule:

Name and Address of Your Firm

Designated Contact Person for this RFQ/RFP, including name, phone, fax and e-mail address.

6.5 Submit your Materials to the address specified in the RFQ/RFP Schedule, on or before the date and time required. Submittals should be sent by registered mail, certified mail, express delivery service, or by hand delivery. Incomplete submittals and/or submittals received after the deadline will be rejected without review.

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6.6 Materials must be submitted as required in Section 4 above.

6.7 It may be necessary to interview prospective Service Providers to clarify aspects of their Proposals. If interviews are to be conducted, the suggested interview date and time will be e-mailed on the date indicated in the schedule. Interviews will be conducted by telephone conference call or in person, at the discretion of the AOC. The AOC will notify prospective Service Providers regarding the interview arrangements.

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6.8 The AOC requires that any communication with the AOC regarding this RFP be made only in writing and through the email addresses noted in this RFP. AOC personnel other than the designated Project Manager named in this RFP are NOT to be contacted regarding the RFP.

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## 7.0 EVALUATION OF PROPOSALS

7.1 Proposals will be evaluated by the AOC using the following criteria all of which will be weighted as indicated:

- a. 20% - Service Provider's ability to meet the requirements outlined in RFP Section 3 (Scope of Services), as evidenced by Service Provider's proposal responses.
- b. 15% - Prior experience, as evidenced by Service Provider's proposal and discussions with client references provided by Service Provider.
- c. 15% - Credentials of staff that Service Provider proposes to assign to the AOC account as evidenced by evaluation of Service Provider's proposal and resumes submitted.
- d. 20% - Reasonableness of fee proposal including discounts from any published price lists that are offered.
- e. 15% - Turnaround times to complete orders for services, as evidenced by the Service Provider's proposal.
- f. 15% - Website interface usefulness.

7.2 An evaluation panel of AOC OCCM staff will review the submitted Proposal and score them as specified in Section 7.1 of this RFP. As part of this process, the AOC may contact the references provided by the prospective Service Provider. After this initial evaluation of the proposals, a short-list of qualified firms will be established based on the rankings of the proposals.

7.3 AOC OCCM will, via an e-mail, notify all proposers short-listed for possible award of contracts and set the times for interviews.

7.4 Following the interviews, the AOC will rescore the short listed proposers to determine the final rank of the proposals and the firms to be awarded contracts. Awards will be posted to the website.

- 7.5 If in the opinion of the AOC, a satisfactory contractual agreement cannot be reached between the AOC and the first selected service provider(s), the AOC reserves the right to substitute another qualified service provider.

## **9.0 RIGHTS**

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. The award made as a result of this RFP may be made to a single or to multiple Service Providers. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the Service Provider's proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

## **10.0 CONTRACT TERMS**

The AOC intends to contract with the Service Provider using a master agreement that establishes the overall scope of the services to be provided, the obligations of the parties, and the prices and fees to be charged. Each assignment will be authorized under the master agreement in a signed work authorization. Each such work authorization will include details about the nature of the particular assignment or assignments the service provider will perform for the AOC, any timeline(s) for the assignment(s), reporting guidelines, and other information, as well as a firm-fixed or not-to-exceed time and materials fee for services authorized.

The master agreement that shall be used is provided as a separate document in the website posting of this RFQ/RFP.

The AOC reserves the right to modify or update the standard agreement in whole or in part at any time up to the signing of the agreement.

## **11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a Service Provider's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a Service Provider is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

## **12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

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The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC is subject to this participation goal. Upon selection of a Consultant for the project assignment under this RFP, the AOC will require that the selected Consultant demonstrate DVBE compliance and complete a DVBE Compliance Form (see RFP Attachment B for example). If it would be impossible for the selected Consultant to comply, explanation of why and demonstration of written evidence of a “good faith effort” to achieve participation would be required. Information about DVBE resources can be found on the Executive Branch’s internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

Attachment A  
Administrative Rules Governing Requests for Proposals

Administrative Rules Governing Requests For Proposals

1. General.

- 1.1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
- 1.2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions, which prescribe the format and content of proposals.

2. Errors in the Solicitation Document.

- 2.1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
- 2.2. If prior to the date fixed for submission of proposals, a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or the later correction of the error.

3. Questions Regarding the Solicitation Document.

- 3.1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC 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 AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.
- 3.2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to Pradip Desai at the AOC.

Attachment A  
Administrative Rules Governing Requests for Proposals

4. Addenda.

- 4.1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the solicitation document was sent. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify Pradip Desai at the AOC no later than one day following the receipt of the addendum.

5. Withdrawal and Resubmission/Modification of Proposals.

- 5.1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFQ. 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 on the cover letter of this RFQ.

6. Evaluation Process.

- 6.1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
- 6.2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
- 6.3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
- 6.4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
- 6.5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

7. Rejection of Bids.

- 7.1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation



Attachment A  
Administrative Rules Governing Requests for Proposals

document specifications. The AOC 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 vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

8. Award of Contract.

- 8.1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
- 8.2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

9. Decision.

- 9.1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Nadine McFadden, who will forward the questions to a Contracting Officer.

10. Execution of Contracts.

- 10.1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract
- 10.2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

11. Protest Procedure.

- 11.1. The AOC intends to be completely open and fair to all vendors in selecting the best possible system within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
- 11.2. A vendor submitting a proposal may protest the award if it meets all the following conditions:
  - 11.2.1. The vendor has submitted a proposal, which it believes to be responsive to solicitation document;

Attachment A  
Administrative Rules Governing Requests for Proposals

- 11.2.2. The vendor believes that its proposal meets the AOC's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State of California; and
  - 11.2.3. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.
- 11.3. A vendor submitting a proposal who is qualified to protest should contact Nadine McFadden at the AOC at the address given below who will forward the protest to a Contracting Officer.

Nadine McFadden  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102-3660  
415-865-4253

- 11.4. If the Contracting Officer is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Grant Walker  
Business Services Manager  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

12. News Releases. News releases pertaining to the award of a contract may not be made without prior written approval of the Business Services Manager of the AOC.
13. Disposition of Materials. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.
14. Payment.
- 14.1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

Attachment A  
Administrative Rules Governing Requests for Proposals

- 14.2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

Attachment B  
DVBE Participation Form

**DVBE PARTICIPATION FORM**

Propser Name: \_\_\_\_\_

RFP Project Title: \_\_\_\_\_

RFP Number: \_\_\_\_\_

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

**Yes** \_\_\_\_\_ *(Complete Parts A & C only)*      **No** \_\_\_\_\_ *(Complete Parts B & C only)*

*"Contractor's Tier" is referred to several times below; use the following definitions for tier:*

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

**PART A – COMPLIANCE WITH DVBE GOALS**

*Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.*

**INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION**

**PRIME CONTRACTOR**

Company Name: \_\_\_\_\_

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value:                      DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost:      DVBE \_\_\_\_\_%

**SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS**

1.    Company Name: \_\_\_\_\_

Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value:                      DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost:      DVBE \_\_\_\_\_%

2.    Company Name: \_\_\_\_\_

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Attachment B  
DVBE Participation Form

Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost DVBE \_\_\_\_\_%

3. Company Name: \_\_\_\_\_

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Claimed Value: DVBE \$ \_\_\_\_\_

Percentage of Total Contract Cost DVBE \_\_\_\_\_%

GRAND TOTAL: DVBE \_\_\_\_\_%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$\_\_\_\_\_. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

**PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

*Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.*

**INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION**

- List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

- List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

Attachment B  
DVBE Participation Form


3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (Complete each subject line.)

<i>Company Name:</i>	
<i>Contact Name &amp; Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name &amp; Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name &amp; Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

Attachment B  
DVBE Participation Form

**PART C – CERTIFICATION**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;  
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

Attachment C  
Price Proposal Form

The following Hourly Rates and Fixed Prices shall be applicable throughout the full term of the Agreement, including its extensions or reinstatements.

Service Name	Description	Price or Hourly Rate
Update to Preliminary Report	Original report provided by Service Provider under previous contract with AOC	
Update to Preliminary Report	Original report produced by another firm	
New Preliminary Report	Copy of title policy will be provided by AOC	
New Preliminary Report	Copy of title policy will <b>not</b> be provided by AOC	
Other Related Documents of Record	Provide documents as requested	
Chain of Title Report	Issue Chain of Title going back 30 years	
Chain of Title Report	Issue Chain of Title going back beyond 30 years	
Legal Description	Assist in Development of new legal description	
Marketable Title	Resolve issues affecting Marketable Title as described	
Pro Forma Policy	Issue Pro Forma Title Policy based on _____ Value, with following selected endorsements, as required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Others as required (to be quoted on an as needed basis through the Work	
CLTA or ALTA Extended Coverage Owner's Policy	Issue Extended Coverage Owner's Policy based on _____ Value, with following selected endorsements, as required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Others as required (to be quoted on an as needed basis through the Work	
Aggregate Policy	Add Extended Coverage Owner's Policy to Aggregate Policy	
Recording Services	<input type="checkbox"/> Deeds <input type="checkbox"/> Title Corrective Instruments <input type="checkbox"/> Agreements <input type="checkbox"/> Memoranda <input type="checkbox"/> Other Instruments & Documents	
Escrow Services	Out-of-Pocket Expenses for Escrow Services:	



Attachment C  
Price Proposal Form

	<input type="checkbox"/> Overnight Mail <input type="checkbox"/> Courier Fees <input type="checkbox"/> Document Preparation	
Other Services	Provide additional Services related to the title, escrow and related services specified above, at hourly rates. The scope of these Services will be agreed to in writing with the AOC via the Work Authorization Process given in the Legal Agreement.	Provide hourly rates by personnel title.
Status Reports	Contractor will at no charge provide the AOC with regular order status reports on a weekly, bi-weekly, or monthly basis, at AOC's option.	No Charge
Delivery of Title Reports/Documents/Status Reports	Contractor will at no charge provide AOC and its consultants with password protected access to an AOC-dedicated section of Contractor's website, where copies of all AOC-ordered reports and other documents will be posted no later than the order due date agreed upon and indicated on the Work Authorization. Website access must be available to AOC throughout the term of the Agreement (and any renewal terms), and after expiration, for a minimum of three (3) months from the time all ordered documents and reports have been posted. For Policies of Title Insurance, Contractor also will mail the AOC an original for its file.	No Charge

Notes:

The Contractor shall not charge nor shall the State pay any overtime rate.

No additional charges, consulting fees or retainers will apply.