



REQUEST FOR PROPOSALS

TITLE AND ESCROW SERVICES

The Judicial Council of California, Facilities Services office, seeks to identify qualified firms to provide title and escrow services.

RFP NUMBER: FS-2018-19-RP

REVISION NO. 1

REVISED SEPTEMBER 7, 2018

THE TIMELINE HAS BEEN REVISED IN SECTION 3.0.

**PROPOSALS DUE: 09/21/2018
NO LATER THAN 3:00 PM, PACIFIC TIME**

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1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council is the primary policy making body of the California judicial system. The Judicial Council of California (“Judicial Council”) is the staff agency of the Judicial Council. The Facilities Services office within the Judicial Council is responsible for the planning, design, construction, and management of facilities for the state court system.
- 1.2 This Request for Proposals (“RFP”) provides a description of the services sought by the Judicial Council, and describes how prospective firms should provide title, escrow and related services to assist the Judicial Council in evaluating, acquiring and disposing of Judicial Council properties statewide. Prospective firms should submit their proposals to the Judicial Council in order to receive consideration as a Proposer under this RFP.

2.0 REQUEST FOR PROPOSALS AND DESCRIPTION OF SERVICES

2.1 ABOUT THIS RFP.

- i. **PROPOSER(S).** The Judicial Council seeks proposals from qualified firms with expertise in all phases of title and escrow services for public buildings (“Proposals”). Firms for the purpose of this RFP will be referred to as a “Proposer(s)”, or “Title Company”. The Judicial Council anticipates a Standard Agreement will be issued to multiple Proposers to provide title and escrow services for Judicial Council properties.
- ii. **SERVICE AREA.** The Judicial Council may enter into a Standard Agreement with successful Proposers that meet the requirements of this RFP and can provide services statewide. However, this is **not** a requirement. All Proposers are required to complete Attachment 10 – Service Area Form, which is part of the Technical Proposal. The Judicial Council will also consider Proposers who can only provide services in certain regions/counties of California. Please note, the number of counties excluded from a Proposer’s service area in Attachment 10 will be taken into consideration during the evaluation and scoring of Proposals.
- iii. **STANDARD AGREEMENT.** Posted with this RFP is the Judicial Council’s form of a Standard Agreement (“Agreement”), including the indemnification provision that the Judicial Council will include in that Agreement, which the Judicial Council will utilize for services. The initial term of the Agreement will be five (5) years. Two (2) subsequent one (1)-year extensions may be offered at the sole discretion of the Judicial Council.
- iv. **RFP ADMINISTRATIVE RULES.** The Judicial Council’s Administrative Rules governing this RFP can be found in Attachment 1. By virtue of submission of a Proposal, the Proposer agrees to be bound by said Administrative Rules.

The Judicial Council reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This 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 preparation or any expenses

incurred in responding to this RFP. A submitted Proposal will be retained for official files and becomes a public record.

- v. **LICENSING.** All Proposers, and subconsultant(s), employees or agents thereof, performing work per agreements awarded under this RFP must have, at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being performed. If the possession of any license(s) is required under law for the performance of the work, the Proposer must ensure that the work will be performed either by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.
- vi. **NO FOLLOW ON CONTRACTING.** For any project (“Project(s)”) that a Proposer is providing consulting services pursuant to an agreement awarded by this RFP, the Proposer is prohibited from also providing construction services on that same Project under any separate contract or agreement the Proposer may have with the Judicial Council.
- vii. **INSURANCE.** The successful Proposer will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer’s Liability, Automobile Liability and Professional Liability pursuant to the insurance provisions in the Agreement. Policy limits and insurance requirements are specified in the Agreement. Insurance requirements may be increased as determined by the scope of work.
- viii. **SUBCONSULTING.** Use of subconsultants (“Subconsultant(s)”) will be permitted; however, any Proposer with whom the Judicial Council contracts will be the sole point of contact with the Judicial Council, will be solely responsible for the supervision and the acts of its Subconsultants, and must warrant the work of such Subconsultants as if it were the Proposer’s own work.
- ix. **BACKGROUND CHECKS.** The selected Proposer(s), their employees and Subconsultants shall cooperate with the Judicial Council if the Judicial Council chooses to perform any background checks. Any Background checks performed will be in accordance with the Judicial Council’s Background Check Policy.
- x. The Judicial Council cannot guarantee the amount or duration of the awarded work.

2.2 DESCRIPTION OF SERVICES. Prospective Proposers should endeavor to provide Proposals that demonstrate the capability to fulfill the Judicial Council’s expressed needs for all phases of title and escrow services referenced in this RFP and in Attachment 8 – Scope of Work.

- i. **UPDATES TO REPORTS:** Issue updates to existing preliminary reports, including copies of all underlying exception and exclusion documents.
- ii. **NEW REPORTS:** Issue **new** preliminary reports, including copies of all underlying exception and exclusion documents. The following two (2) scenarios may apply:
 - a. The Judicial Council will provide a copy of an existing title policy or preliminary report.

- b. The Judicial Council will not provide a copy of an existing title policy or preliminary report.
- iii. **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.
- iv. **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.
- v. **LITIGATION GUARANTEES:** Issue litigation guarantees upon request.
- vi. **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.
 - c. Plot easements, rights of way and other title exceptions and encumbrances.
- vii. **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.
- viii. **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.
- ix. **CLTA COVERAGE:** Issue CLTA 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:
 - a. CLTA 100 Comprehensive Coverage
 - b. CLTA 103.1A Encroachment Coverage
 - c. CLTA 103.4 Access through an Easement
 - d. CLTA 103.7 Access
 - e. CLTA 110.1 Deletion of Item from Policy
 - f. CLTA 116 Location
 - g. CLTA 116.1 Survey
 - h. CLTA 116.4 Contiguity
 - i. CLTA 116.7 Subdivision

- j. CLTA 123.3 Zoning
 - k. Aggregate Title Insurance Endorsement
 - l. Others as required (to be quoted on an as needed basis through the Work Authorization process)
- x. **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. **Attachment 11** is an example of the Judicial Council’s aggregate title insurance endorsement.
- xi. **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”).
- xii. **DISTRIBUTE DOCUMENTS:** Distribute to the parties originals or copies (as appropriate) of executed and/or recorded closing documents.
- xiii. **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.
- xiv. **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.
- xv. **DELIVERY OF REPORTS, POLICIES OF TITLE INSURANCE, AND OTHER DOCUMENTS:** 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 Agreement (including any renewal terms), and for a minimum of 24 months after the expiration of the Agreement.
- xvi. **PROPERTY PROFILES:** Provide designated Judicial Council personnel with access to run property profiles online or provide copies of requested property profiles on request.
- xvii. **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 Agreement.

3.0 TIMELINE FOR THIS RFP [REVISED]

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

Proposers are advised to check the RFP webpage on a regular basis for any updates to the RFP language or change to the Timeline.

EVENT	DATE
RFP Posted	08/10/2018
Deadline for questions	08/17/2018 3:00 PM PacificTime
Pre-proposal Conference	Not Applicable
Questions and answers posted (<i>estimate only</i>)	08/23/2018
Latest date and time proposal may be submitted	09/21/2018 3:00 PM PacificTime
Anticipated interview dates (<i>estimate only</i>)	Not Applicable
Evaluation of proposals (<i>estimate only</i>)	09/24/2018
Notice of Intent to Award (<i>estimate only</i>)	09/26/2018
Negotiations and execution of contract (<i>estimate only</i>)	09/28/2018
Contract start month/year (<i>estimate only</i>)	10/2018
Contract end month/year (<i>estimate only</i>)	10/2023

4.0 RFP ATTACHMENTS

The following Attachments are included as part of this RFP	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Judicial Council’s Standard Agreement	If selected, the person or entity submitting a proposal (the “Proposer”) must sign the Judicial Council’s Standard Agreement form containing terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. **Please Note: A material exception to a <u>Minimum Term</u> will render a proposal non-responsive. Please see Section 8.3(ii) for Minimum Terms.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 7: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Scope of Work	This form contains information about title and escrow services the Judicial Council requires the Proposer to conform and comply with.
Attachment 9: Price Proposal Workbook	The Proposer must complete this form and submit the completed form with its Proposal.
Attachment 10: Service Area Form	The Proposer must complete this form and submit the completed form with its Proposal.
Attachment 11: Aggregate Title Insurance Endorsement	Example of aggregate title insurance endorsement.
Attachment 12: Question Submittal Form	Complete this form if Proposer wishes to submit questions per Section 7.5 to this RFP.

5.0 PAYMENT INFORMATION

5.1 Proposers shall provide a Not to Exceed Firm Fixed Price and Hourly Rates in the format provided in Attachment 9, “Price Proposal Workbook.” Prices provided in

any other format or according to any structure that differs in any respect from the requested format provided in Attachment 9 **will disqualify the Proposer's Proposal from consideration for an award.**

- a. Travel Expenses: The Judicial Council **will not** reimburse travel expenses;
- b. Other Expenses: The Judicial Council **will** reimburse the following non-travel, out-of-pocket expenses: Overnight mail delivery fees, courier fees, and document preparation fees. The selected Proposers will be required to obtain approval from the Judicial Council's Project Manager before expenses are incurred.
- c. The Judicial Council **will not** pay any overtime rate.

6.0 PRE-PROPOSAL CONFERENCE

The Judicial Council **will not be holding** a pre-proposal teleconference.

7.0 SUBMISSIONS OF PROPOSALS

- 7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
- 7.2 The Proposer must submit its proposal in two parts, the (i) non-cost portion (Technical Proposal) and, (ii) the cost portion (Price Proposal).
 - a. The Proposer must submit **one (1) original copy** of the non-cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original non-cost portion of the proposal and all attachments (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original copy** of the cost portion of the proposal. The original must be signed by an authorized representative of the Proposer. The original cost portion of the proposal and all attachments (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the non-cost portion. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - c. The Proposer must submit an electronic version of the entire proposal on **one (1) USB memory stick/flash drive**. The files must be in PDF, Word, or Excel formats.

Please use the following naming convention for electronic files:

'Abbreviated Name of Company_non-cost_FS-2018-19-RP'.

'Abbreviated Name of Company_cost portion_FS-2018-19-RP'.

- 7.3 Proposals must be delivered by the date and time listed in the RFP Timeline and on the coversheet of this RFP to:

Judicial Council of California

Attn: Lenore Fraga-Roberts, RFP No. FS-2018-19-RP

Branch Accounting and Procurement

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102

PROPOSERS ARE STRONGLY ENCOURAGED to place the sealed non-cost portion envelope, the sealed cost portion envelope and the USB drive in a single shipping envelope to cut down on shipping costs.

- 7.4 Late proposals **will not** be accepted.
- 7.5 **Questions.** Clarifications, modifications or questions regarding this RFP shall only be submitted to the Judicial Council using the format provided in Attachment 12. Requests for clarifications, modifications or questions regarding this RFP must be submitted via e-mail to CapitalProgramSolicitations@jud.ca.gov no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council shall be made only through the email address.

Proposers and their Subconsultants must not contact any Judicial Council personnel regarding this RFP in any other manner other than set forth in this section 7.5. Violation of this restriction **may** result in disqualifying a Proposer from consideration for an award under this RFP at the sole discretion of the Judicial Council.

TELEPHONE CALLS TO JUDICIAL COUNCIL PERSONNEL WILL NOT BE ACCEPTED DURING THE SOLICITATION PROCESS AND MAY RESULT IN DISQUALIFICATION AT THE SOLE DISCRETION OF THE JUDICIAL COUNCIL.

- 7.6 **Proposal Delivery Method.** Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

8.1 **Non-Cost Portion (Technical Proposal)**. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- i. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing an agreement.
- ii. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- iii. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- iv. Names, addresses, and telephone numbers of a minimum of **three (3)** clients for whom the Proposer has conducted similar services. The Judicial Council may check references listed by the Proposer.
- v. Completed Service Area Form;
- vi. All required attachments;
- vii. Proposer's proposed method of providing title and escrow services and its ability to meet the expressed needs of the Judicial Council specified in this RFP and in Attachment 9 – Scope of Work.

Proposed method should be no more than two (2) pages.

8.2 **Cost Portion (Price Proposal)**. The following information must be included in the cost portion of the proposal in accordance with the requirements of this RFP and with Section 5.

- i. Completed Price Proposal Workbook with Not to Exceed Firm Fixed Price and Hourly Rates for title and escrow services referenced in this RFP and in Attachment 9 – Price Proposal Workbook;
- ii. A full written explanation of all other budget line items in a narrative entitled "Budget Justification";
- iii. All rates and prices in the Not to Exceed Firm Fixed Price and Hourly Rates must be fully burdened and inclusive of all costs, benefits, expenses, overhead, and profits payable for title and escrow services referenced in this RFP and in Attachment 9 – Price Proposal Workbook.

8.3 **Acceptance of the Terms and Conditions.**

- i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide (a) a red-lined version of the proposed changes to the Terms and Conditions, and (b) a written explanation or rationale for each exception and/or proposed change. An “exception” includes any addition, deletion, or other modification.

Please note: Proposers that accept the Judicial Council’s Standard Terms and Conditions without exception will receive five (5) points in accordance with this section and with Section 10.0. No points will be given if Proposers mark “exceptions” to the Judicial Council’s Standard Terms and Conditions.

- ii. The following provisions/sections and subsections within the Standard Agreement are minimum, non-negotiable contract terms and conditions (“Minimum Terms”):
 - a. Appendix A – Special Provisions, all sections;
 - b. Appendix B – Payment Provisions, all sections;
 - c. Appendix C – General Provisions, all sections;
 - d. Appendix D – Defined Terms, all sections.

Please Note: A material exception to a Minimum Term will render a proposal non-responsive.

8.4 **Certifications, Attachments, and other requirements.**

- i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.
- iii. Copies of the Proposer’s (and any Subconsultants’) current business licenses, professional certifications, or other credentials relevant to the services referenced in this RFP.
- iv. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

- vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.

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

9.0 CONTRACT TERMS AND OFFER PERIOD

- 9.1 All submitted Proposals shall constitute and be an irrevocable offer by the Proposer that is valid for ninety (90) days following the Proposal due date. In the event a final contract has not been awarded within this ninety (90) day period, the Judicial Council reserves the right to negotiate extensions to this period with Proposers. The Judicial Council may release all offers not selected under this RFP upon issuance of a Notice of Intent to Award.
- 9.2 An Agreement with successful Proposers will be formed according to the Judicial Council’s Standard Agreement posted with this RFP. The initial term of this Agreement will be for five (5) years. Two (2) subsequent one (1)-year extensions may be offered at the sole discretion of the Judicial Council. **Please Note:** The Firm Fixed Price and Hourly Rates submitted in the Proposer’s Proposal shall remain fixed and will not be subject to any form of economic price adjustment during the initial term of the Agreement. Economic price adjustments for Firm Fixed Price and Hourly Rates on subsequent terms, if any, shall be at the sole discretion of the Judicial Council. **Any economic price adjustment provision referenced on a Proposer’s Proposal will disqualify the Proposer from consideration for an award.**
- 9.3 The Judicial Council reserves the right to modify or update the Agreement in the interest of the Judicial Council, in whole or in part at any time up to and through negotiation of the agreement with the prospective Proposer. By submitting for this RFP, the prospective Proposer and their key Subconsultants acknowledge that a) the Proposer will provide the services required in the Agreement, and b) it has no objection to the Standard Agreement.
- 9.4 Payment terms will be specified in the Agreement. However, Proposers are hereby notified that payments are made by the State of California (State), and the State does not make any advance payment or progress payments for services. Payment by the State is normally made based upon completion of services and tasks as provided for in the Agreement between the Judicial Council and the selected Proposer.
- 9.5 As Projects arise, the Judicial Council will solicit proposals based on the Judicial Council’s expressed needs for the Project from one (1) or more of the highest-ranked Proposers via a Title Services Work Authorization Form (“Work Authorization Form”). The Judicial Council will evaluate the Work Authorization

Forms received based on Service Area, cost, schedule, and scope of work proposed and select the best-ranked Proposer for the requested title and escrow services. Once a Proposer has been selected, the Work Authorization Form will serve to authorize a Service Work Order (“SWO”) via the Judicial Council’s Computer Aided Facility Management (“CAFM”) system. Selected Proposers will be provided access to and training on the Judicial Council’s CAFM system. There is no guarantee that a given Proposer will be awarded a Project or any future Projects.

- 9.6 Any changes or modifications to an authorized Service Work Order issued in CAFM for scope of services, schedule or term, key personnel, and Subconsultants, shall require a Supplemental Service Work Order (“SSWO”). Supplemental Service Work Orders may add services, or remove services not yet performed, as deemed necessary by the Judicial Council. Authorization of Supplemental Service Work Orders that only seek to remove services not yet performed are not subject to approval by the Proposer, and are binding upon authorization by the Judicial Council.
- 9.7 Any changes or modifications to the Terms and Conditions of the Agreement shall require a bilateral amendment to the Agreement at the sole discretion of the Judicial Council.
- 9.8 In submitting a Proposal under this RFP, the prospective Proposer must affirm that it has no objections to the use of the Agreement as provided, pursuant to this RFP.
- 9.9 If a satisfactory contractual agreement has not been signed within 30 calendar days of provision of a contract draft with a selected Proposer, the Judicial Council reserves the right to terminate the award with that Proposer.
- 9.10 The Proposer selected under this RFP will not be precluded from consideration nor given special status in any future requests for proposals issued by the Judicial Council.

10.0 EVALUATION OF PROPOSALS

- 10.1 An evaluation panel composed of Judicial Council staff will review and score the Proposals received. The Proposals will be evaluated and scored on a 100 point scale using the criteria set forth in the table below:
 - i. The evaluation of Proposals is to be performed on a best value basis, including cost. However, the Proposer offering the lowest prices/rates will not necessarily be the Proposer selected. An award, if made, will be made to the Proposers having the highest-scored proposal;
 - ii. The Judicial Council will award one or more Proposers in descending final score rank until all Service Areas are covered statewide.

If an Agreement will be awarded, the Judicial Council will post an intent to award notice

to this RFP’s webpage at <http://www.courts.ca.gov>.

POSSIBLE POINTS	SUBJECT AREA BEING EVALUATED
25	<p><u>Experience, Qualifications and Past Performance:</u> Experience, qualifications and past performance of the perspective Proposer providing similar services referenced in the Proposer’s Technical Proposal and reference/performance checks.</p>
30	<p><u>Conformance of Proposer’s Services:</u> The degree to which the proposed services conform and comply with the Judicial Council’s expressed needs, based upon the information provided in the Proposer’s Technical Proposal.</p>
10	<p><u>Service Area:</u> Proposer’s ability to perform title and escrow services <u>statewide</u> for the Judicial Council.</p>
30	<p><u>Cost:</u> Comparison of the expected Not to Exceed Firm Fixed Price and Hourly Rates from the Proposer, based upon the completed Attachment 9 – Price Proposal Workbook.</p>
5	<p><u>Acceptance of Terms and Conditions:</u> If Proposer accepts the terms and conditions as set forth in the attached sample agreement without any alterations or requests for changes.</p>

11.0 INTERVIEWS

The Judicial Council **will not** be holding interviews. However, the Judicial Council, at its sole discretion, may choose to conduct interviews with Proposers to clarify aspects set forth in their Proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council’s offices at San Francisco or Sacramento. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements, if the Judicial Council conducts interviews with perspective Proposers.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE

10.500 OF THE CALIFORNIA RULES OF COURT. The Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The Judicial Council **has waived** the DVBE incentive in this solicitation.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation protest is the Proposal submission due date referenced in the Timeline of this RFP. (JBCM, Ch. 7, p.4).

Protests should be sent to:

Judicial Council of California
Attn: Christine Powlan, RFP No. FS-2018-19-RP
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102