Technical Proposal Form

In order for a Proposal to be considered responsive and acceptable for evaluation by the Judicial Council, the Technical Proposal must be submitted on the form below according to the following guidelines.

Instructions for completing the form:

1. Answer all questions completely and exactly as shown. Do not change the format of the form, or the numbering format or sequence.
2. Provide your responses to all questions directly in the form immediately following the stated question or request for information. Do not refer the reader to other extraneous documents unless specifically asked to do so on the form, or when absolutely necessary to provide a complete response.
3. If the answer to one question is the same as the answer to a previous question, do not refer the reader back to the previous question for the answer. Instead, restate the answer to the question in the appropriate place on the form.

Responsive Proposals should provide straightforward, concise information addressing the requirements specified in the form. Expensive bindings and color displays are neither necessary, nor desired. Emphasis should be placed on providing responses and materials that conform to the Judicial Council’s instructions and providing clear, complete, and unambiguous responses.

**TECHNICAL PROPOSAL FORM**

1. **INFORMATION ABOUT YOUR FIRM**
   1. Provide name and contact information for the individual you are designating as contact point if the Judicial Council evaluation team finds it necessary to contact your organization with questions during the Proposal evaluation process.

RESPONSE:

* 1. Provide a general description of your firm and a general description of the services it provides. *(In addition to your response to this question, please attach and reference any brochures or other literature which may help us to understand more about your firm.)*

RESPONSE:

* 1. In the table below, list any institutional or governmental agency clients with whom your firm has worked **during the past 12 months** and include a brief description of the scope and type of services provided.

| **Name of Institution or Government Agency** | **Mo / Yr Service Provided** | **Scope & Type of Service(s)** |
| --- | --- | --- |
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* 1. In the table below, provide the names, addresses, and telephone numbers of five (5) client references for whom your firm has provided similar services (i.e., services as described in RFP **Attachment A –** **Scope of Services**) at some point **in the last 12 months**. The Judicial Council may contact these references as part of the evaluation process. By virtue of submitting these client names as references, your firm releases the Judicial Council and the client references from any liability for any and all claims of harm caused to your firm’s reputation by virtue of any discussion between the Judicial Council and the client reference.

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| --- | --- | --- | --- | --- |
| **Name** | **Title** | **Organization** | **Phone No.** | **E-mail Address** |
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* 1. In the table below of California counties, indicate the counties in which your firm has provided services described in **RFP Attachment A – Scope of Services** over **the last 12 months**.

|  | **County** | **Services provided over Last 12 Months** (Indicate with an “X”) | **Comments** |
| --- | --- | --- | --- |
| 1 | Alameda |  |  |
| 2 | Alpine |  |  |
| 3 | Amador |  |  |
| 4 | Butte |  |  |
| 5 | Calaveras |  |  |
| 6 | Colusa |  |  |
| 7 | Contra Costa |  |  |
| 8 | Del Norte |  |  |
| 9 | El Dorado |  |  |
| 10 | Fresno |  |  |
| 11 | Glenn |  |  |
| 12 | Humboldt |  |  |
| 13 | Imperial |  |  |
| 14 | Inyo |  |  |
| 15 | Kern |  |  |
| 16 | Kings |  |  |
| 17 | Lake |  |  |
| 18 | Lassen |  |  |
| 19 | Los Angeles |  |  |
| 20 | Madera |  |  |
| 21 | Marin |  |  |
| 22 | Mariposa |  |  |
| 23 | Mendocino |  |  |
| 24 | Merced |  |  |
| 25 | Modoc |  |  |
| 26 | Mono |  |  |
| 27 | Monterey |  |  |
| 28 | Napa |  |  |
| 29 | Nevada |  |  |
| 30 | Orange |  |  |
| 31 | Placer |  |  |
| 32 | Plumas |  |  |
| 33 | Riverside |  |  |
| 34 | Sacramento |  |  |
| 35 | San Benito |  |  |
| 36 | San Bernardino |  |  |
| 37 | San Diego |  |  |
| 38 | San Francisco |  |  |
| 39 | San Joaquin |  |  |
| 40 | San Luis Obispo |  |  |
| 41 | San Mateo |  |  |
| 42 | Santa Barbara |  |  |
| 43 | Santa Clara |  |  |
| 44 | Santa Cruz |  |  |
| 45 | Shasta |  |  |
| 46 | Sierra |  |  |
| 47 | Siskiyou |  |  |
| 48 | Solano |  |  |
| 49 | Sonoma |  |  |
| 50 | Stanislaus |  |  |
| 51 | Sutter |  |  |
| 52 | Tehama |  |  |
| 53 | Trinity |  |  |
| 54 | Tulare |  |  |
| 55 | Tuolumne |  |  |
| 56 | Ventura |  |  |
| 57 | Yolo |  |  |
| 58 | Yuba |  |  |

1. **SERVICES PROVIDED**

1. In the table below, list any services in **Attachment A Scope of Services** which your firm **cannot** provide.

If your firm is awarded a contract by the Judicial Council, all Services in Attachment A which are **not** listed by your firm below, **will be included** in the Master Agreement as Services provided by your firm.

| **Attach. A -Item No.** | **Attachment A - Description** | **Explanation** |
| --- | --- | --- |
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1. **AGGREGATE TITLE INSURANCE ENDORSEMENT**

Item 10 in Attachment A Scope of Services is described as follows: 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.

Unless you listed Item 10 in the table above as a service your firm **cannot** provide, please respond to the following questions:

1. Describe the process for adding Judicial Council properties to the policy as title to each additional property is acquired.

2. Describe your firm’s process for tracking all properties which have been added by the aggregate title insurance endorsement.

3. Provide a general description of any terms and conditions that would disqualify a property from being included in the master extended-coverage owner policy; and describe any other terms, conditions or limitations that would be required in connection with such a policy.

1. **SERVICE AREA**
2. In the table below, identify with an “X” any counties **not** in your firm’s service area.

If your firm is awarded a contract with the Judicial Council, all counties in California **not** marked by your firm with an “X” below **will be included** in the Master Agreement as counties within which your firm will be required to provide services.

Please note that the Master Agreement permits Contractors to use subcontractors of their choice, without the prior approval of the Judicial Council, in providing the Services. Identification of your subcontractors is not a requirement of the RFP, nor will they be named in the Master Agreement.

|  | **County** | **NOT In your Firm’s Service Area** (Indicate with an “X”) |  | **County** | **NOT In your Firm’s Service Area** (Indicate with an “X”) |
| --- | --- | --- | --- | --- | --- |
| 1 | Alameda |  | 30 | Orange |  |
| 2 | Alpine |  | 31 | Placer |  |
| 3 | Amador |  | 32 | Plumas |  |
| 4 | Butte |  | 33 | Riverside |  |
| 5 | Calaveras |  | 34 | Sacramento |  |
| 6 | Colusa |  | 35 | San Benito |  |
| 7 | Contra Costa |  | 36 | San Bernardino |  |
| 8 | Del Norte |  | 37 | San Diego |  |
| 9 | El Dorado |  | 38 | San Francisco |  |
| 10 | Fresno |  | 39 | San Joaquin |  |
| 11 | Glenn |  | 40 | San Luis Obispo |  |
| 12 | Humboldt |  | 41 | San Mateo |  |
| 13 | Imperial |  | 42 | Santa Barbara |  |
| 14 | Inyo |  | 43 | Santa Clara |  |
| 15 | Kern |  | 44 | Santa Cruz |  |
| 16 | Kings |  | 45 | Shasta |  |
| 17 | Lake |  | 46 | Sierra |  |
| 18 | Lassen |  | 47 | Siskiyou |  |
| 19 | Los Angeles |  | 48 | Solano |  |
| 20 | Madera |  | 49 | Sonoma |  |
| 21 | Marin |  | 50 | Stanislaus |  |
| 22 | Mariposa |  | 51 | Sutter |  |
| 23 | Mendocino |  | 52 | Tehama |  |
| 24 | Merced |  | 53 | Trinity |  |
| 25 | Modoc |  | 54 | Tulare |  |
| 26 | Mono |  | 55 | Tuolumne |  |
| 27 | Monterey |  | 56 | Ventura |  |
| 28 | Napa |  | 57 | Yolo |  |
| 29 | Nevada |  | 58 | Yuba |  |

1. **QUALITY ASSURANCE**

Describe in detail (from the point you receive authorization to proceed with the work, through to completion and/or delivery of the final work product), your firm’s process for insuring that all services and work products provided are correct, accurate, complete, and on time, including but not limited to the following:

1. Orders are completed by the date due.
2. Preliminary reports are for the correct parcel(s); the reports are correct, accurate, and complete; all referenced underlying exception and exclusion documents are correct and attached or included.
3. Documents to be recorded are correct, and recorded on the date requested.
4. Invoices are accurate, timely, and include all information required according to the Master Agreement.

RESPONSE:

1. **RESPONSIVENESS**

1. Describe in detail your firm’s process for insuring prompt and complete responses to Judicial Council questions, including those that arise after preliminary reports or other evidence of title have been issued by your firm.

RESPONSE:

2. Indicate the **maximum** number of Business Days (weekdays excluding Judicial Council holidays) your organization will commit to contractually to provide price quotes requested by the Judicial Council. **Please do not provide a range**.

RESPONSE: \_\_\_\_\_\_\_\_\_\_ Business Days

3. Indicate the **maximum** number of Business Days (weekdays excluding Judicial Council holidays) your organization will commit to contractually to respond to the Judicial Council’s questions. **Please do not provide a range**.

RESPONSE: \_\_\_\_\_\_\_\_\_\_ Business Days

1. **TURNAROUND TIMES**

In the table below, indicate the **maximum** number of Business Days (weekdays excluding Judicial Council holidays) your firm will commit to contractually, to provide each service.

If, in Section B (Services Provided) above, you stated that your firm does not provide the Service, indicate “Excluded Service”. **Please do not provide a range.**

| **Service Type** | **Maximum No. of Business Days to Complete** | **Comments** |
| --- | --- | --- |
| **1.** Update to preliminary report including copies of all underlying exception & exclusion documents referenced. |  |  |
| **2.a.** New preliminary report including copies of all underlying exception & exclusion documents referenced. Judicial Council will provide a copy of an existing title policy. |  |  |
| **2.b.** New preliminary report including all underlying exception & exclusion documents referenced. Judicial Council will not provide a copy of an existing title policy. |  |  |
| **3**. Provide other related information & 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.a.** Issue Chain going back 30 years |  |  |
| **4.b**. Issue Chain going back beyond 30 years. |  |  |
| **5.** Issue litigation guarantees upon request. |  |  |
| **6. a.** Assist Judicial Council and its consultants with the development of legal descriptions for Public and private properties. |  |  |
| **6. b.** Assist Judicial Council and its consultants with the development of legal descriptions for unrecorded easements, rights of way or other apparent encumbrances or rights. |  |  |
| **7.** Marketable Title: Assist Judicial Counciland 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: | | |
| 7.a. Review proposed corrective instruments. |  |  |
| 7.b. Advise if a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it does achieve its purpose. |  |  |
| 7.c. Record corrective instruments. |  |  |
| 7.d. Provide additional services on an "as needed" basis. | N/A | N/A |
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| 8. PRO FORMAS: Issue Pro Forma Title Policies upon request by Judicial Council. Judicial Council will designate the type of policy and amount of insurance required. |  |  |
|  |  |  |
| 9. 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: | | |
| 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; Aggregate Title Insurance Endorsement; Others as required (to be quoted on an as needed basis through the Work Authorization process) |  |  |
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| 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 Council properties (as specifically requested by Judicial Council) which your firm has insured or will insure. |  |  |
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| 11. RECORD DOCUMENTS: Record grant deeds, easements, memoranda of agreements and related documents required with respect to transfer of title, or other insurable interest in, each property in the office of the County Recorder for county in which property is located, even if recordation is not in connection with an open escrow or with issuance of a policy (“courtesy recording”). |  |  |
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| 12. DISTRIBUTE DOCUMENTS: Distribute to the parties, originals or copies (as appropriate) of executed and/or recorded closing documents. |  |  |
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| 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. |  |  |
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| 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 additional title and escrow services not specified above, on an as-needed basis, at hourly rates, the scope of which will be agreed to in writing with the Judicial Council. | N/A | N/A |

1. **A.M. BEST RATING**

Provide the A.M. Best financial strength rating for the title insurance company that you propose to use for title insurance. You may also provide any other applicable financial stability ratings from other rating institutions you deem appropriate.

RESPONSE:

1. **ADDITIONAL INFORMATION**

Provide any additional information that should be considered in the evaluation of your firm’s Proposal.

RESPONSE: