



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 1

Date
May 13, 2011

To
Potential Proposers

From
Judicial Council of California
Administrative Office of the Courts,
Office of Court Construction and
Management

Subject
Addendum No. 1
Responses to Questions

Title, Escrow & Related Services
Solicitation Number: OCCM-2011-09-CC

Action Requested
Please review the attached responses to questions
regarding the RFP

Deadline
N/A

Contact
occm_solicitations@jud.ca.gov

Title, Escrow and Related Services
Solicitation Number: OCCM-2011-09-CC
Addendum No. 1

	Your Organization's Name:	Old Republic Title	
#	RFP Reference	Question	Answers
1A		<p>#1) Pg.12 of 34, Attachment A- Scope of Services- number 3, 6-</p> <p>Q.) Re: number 3- We do not provide any FEMA Flood Zone designation information of any kind as part of our title research process. Will that disqualify us from participating in the RFP process?</p> <p>Note: Those services are typically provided by Natural Hazard Disclosure Companies. Old Republic's family of companies does have an affiliation with an NHD company.</p>	<p>Answer to Question #1A re FEMA Flood Zone info:</p> <p>No, this will not disqualify your firm from participating in the RFP process. Please provide, us, if possible, with the fees for FEMA Flood Zone designation from your affiliated NHD company.</p>
1B		<p>Q. Re; number 6- Legal descriptions. Please elaborate on your service expectation. We can assist by providing record documentation to AOC and their consultants, and we can plot out a legal description, however, we <u>cannot</u> draft and/or create legal descriptions. Will our inability to create and/or draft legal descriptions disqualify us from participating in the RFP process?</p>	<p>Answer to Question #1B re Legal descriptions:</p> <p>No, we do not expect the title company to create or draft legal descriptions</p>
2		<p>#2) Pg. 13 of 34, Attachment A- Scope of Services- number 10.</p> <p>Q. We <u>will not</u> be in a position to offer an aggregate form of title insurance covering all or a portion of AOC properties described in this particular RFP offering. All owners' policies will be written for each specific transaction and property. Will this disqualify us from participating in the RFP process?</p>	<p>Answer to Question #2 re Aggregate insurance:</p> <p>The inability to offer an aggregate form of title insurance will not disqualify you from participating, but will be a factor that is considered in the responses.</p>

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3		<p>#3) Pg. 14 of 34- Attachment A- Scope of Services- number 19, and Pg. 27 of 34- Attachment C, Administrative Rules Governing This Request for Proposal P, item 1.</p> <p>Q.) Please elaborate on what you anticipate your standard reimbursement time frames to be after receipt of an invoice for completed work.</p>	<p>Answer to Question #3 re standard payment terms/turnaround time: Our payment terms are outlined in RFP Attachment H, Exhibit C, Par. 7, page C-5. If work has been completed and we have received a correct, conforming invoice, we attempt to meet the 60-day payment terms; however, failure of the State to timely approve and enact a budget for the new fiscal year which begins each July 1st, may cause delays in payment.</p>
4		<p>#4) Pg. 27 of 34- Attachment C, Administrative Rules Governing This Request for Proposal.</p> <p>Q.) Please elaborate on withhold criteria and provide an example of when this provision might apply.</p>	<p>Answer to Question #4 re Withhold criteria: In practice, this does not apply to title services. For title services, the AOC generally does not make any payments until the requested title or escrow services are performed satisfactorily in accordance with the terms of the contract; if the requested services are not complete or are incorrect, and this is not due to AOC miscommunication, the AOC will hold payment until and any deficiencies are corrected.</p>

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5		<p>#5) Pg. A-1 Indemnification:</p> <p>Q.) A policy of title insurance is itself an indemnification, with a set liability amount, containing specific coverage's and exclusions by virtue of that specific contract between insurer and insured.</p> <p>Please provide an example if indemnification beyond the scope of the policy is intended by this section.</p>	<p>Answer to Question #5 re Indemnification:</p> <p>The referenced indemnification clause pertains to how the title services contract work is performed under the contract to provide those services. With respect to the particular type of claim that is covered, you are referred to the precise wording set forth in sub paragraphs (a) through (d) (see RFP Attachment H, Exhibit A, par. 1). The only exception is if the AOC is solely negligent or the misconduct is willful. If this doesn't fully address your questions or concerns, please address this in your proposal and we'll give it further consideration at that time.</p>

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6		#6) If possible, would you please elaborate on the AOC's anticipated annual order volume?	<p>Answer to Question #6 re Annual volume:</p> <p>We're not able to estimate annual volumes. In Attachment A, Scope of Services, we've included (in bold typeface) the counties for which we believe services will be required. In each of these counties we will likely need preliminary reports for several potential new courthouse sites, and escrow services and title insurance for at least one site.</p>