DEPARTMENT OF
GENERAL SERVICES

Central of Procurement
1100 Bank Street ~ Suite 724
Richmond, Virginia 23219
Email: procurement@dgs.virginia.gov

MODIFICATION #5
TO
CONTRACT DGS-140825-GRS
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
GRS TITLE SERVICES, LLC

This Modification #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DGS" (Department of General Services) and GRS Title Services, LLC, hereinafter referred to as "Contractor", relating to Contract DGS-140825-GRS dated August 20, 2014, as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #5 is hereby incorporated into and made an integral part of Contract DGS-140825-GRS.

The purpose of this Modification #5 is to document both parties' agreement concerning Renewal of Contract.

Reference: Contract DGS-140825-GRS Section VI., entitled "Mandatory Special Terms and Conditions," Subsection E, entitled "Renewal of Contract."

The Commonwealth elects to exercise its option to renew the fifth (5) of five (5) successive one (1) year renewal periods under the terms and conditions of the original Contract beginning August 20, 2019 and continuing through August 19, 2020.

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-140825-GRS and cannot be modified, except in writing signed by the duly authorized representatives of both parties. Notwithstanding the above, this Modification #5 is effective immediately upon its final execution unless otherwise stated herein.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CONTINUED ON NEXT PAGE

GRS TITLE SERVICES, LLC	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME: Michelle Rogers (PRINTED)	NAME: Ninikiekwe M. Harris, VCA (PRINTED)
TITLE: Mgr. Title Operations	TITLE: Contracting Officer
DATE: 7-29-19	DATE: 7/29/19

ATTACHMENT A
TO
CONTRACT DGS-140825-GRS
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
GRS TITLE SERVICES, LLC

Services and Pricing Schedule

PRICING EFFECTIVE AUGUST 20, 2019

Attachment A is hereby incorporated into and made an integral part of Contract DGS-140825-GRS between the Commonwealth of Virginia's Department of General Services ("Commonwealth", "State", or "DGS") and The GRS Title Services, LLC("Contractor").

In the event of any discrepancy between Attachment A and Contract DGS-140825-GRS, the provisions of Contract DGS-140825-GRS shall control.

Item	Description of Service	Cost (Not to Exceed)
A.	Title Insurance Rate Schedule	$3.00 per M $
B.	Endorsement/Extra Hazard Fee	10%
C.	Title Examination	$75.00 per hour
D.	Document Copies	$1.00 per page
E.	Title Commitment	$150.00
F.	Settlement and Escrow Services	$500.00

COMMONWEALTH of VIRGINIA

DEPARTMENT OF GENERAL SERVICES

SOLICITATION ~ OFFER ~ and AWARD

Non-Professional Services

Sealed Invitation for Bid (IFB) for
TITLE EXAMINATIONS, TITLE INSURANCE, AND SETTLEMENT SERVICES
NIGP Codes 94615-Appraisal Services, 94646-Escrow & Title Services, and 96866-Right of Way Services

1. Contract #:	2. IFB #:	3. Date Issued:	4. Due Date / Time:
TO BE ISSUED AT TIME OF AWARD	EKB-2014-0626	JUNE 26, 2014	AUGUST 5, 2014 02:00PM EST

For Information Contact: Ebony K. Beaver, VCO, VCA via email at: ebony.beaver@dgs.virginia.gov
NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE

5. ISSUING OFFICE:	6. SHIP TO:
Department of General Services Central Procurement Unit (CPU) 1100 Bank Street, Suite 724 Richmond, Virginia 23219	As stipulated in individual eVA Orders

SOLICITATION

7. This is an advertised solicitation consisting of (1) the Purpose; (2) Scope of Work; (3) Mandatory General Terms and Conditions;(4) Mandatory Special Terms and Conditions; and other provisions, representations, certifications, or specifications as per attached or incorporated herein by reference. **Sealed bids for furnishing the Services set forth in the schedule must be returned to the Issuing Office (Item #5 above.)** If hand carried, deliver to the CPU located on the seventh floor of the address indicated above. **Complete bids must be received prior to 02:00 P.M. local time on the Date Due indicated above in Item #4 above.** Bids will be publicly opened at 11:00 A.M. (local time), August 6, 2014, in the CPU Conference Room, 1100 Bank Street, Seventh Floor, Suite 724, Richmond, Virginia.

CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Contracting Officer named below in writing via email or fax no later than five (5) working days before the due date. No questions will be answered by telephone. Any revisions to the solicitation will be made only by an addendum issued by the Contracting Officer. The addendum, if necessary, will be posted online at http://www.eva.virginia.gov. It is the responsibility of the Bidder to download the addendum.

PERIOD OF CONTRACT: One (1) year term contract with five (5) additional successive one (1) year renewal options.

Issued by: Ebony K. Beaver, VCO, VCA
DGS Contracting Officer

Ebony K. Beaver /s/
Signature

OFFER

In Compliance with the Terms and Conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted, within 90 days from the date due above, to furnish any or all Bid Items awarded at the prices offered in the Schedule, delivered to the Ship To Address above within the time specified in the Schedule. All bidders are subject to the Mandatory General and Mandatory Special Terms and Conditions set forth herein.

8. Company Name: GRS Title Services, LLC
Address: 901 E. Byrd St., Suite 1100
City/State/ZIP: Richmond, VA 23219
Signature: Andrew Brownstein
Printed Name: Andrew Brownstein
Title: CFO
Telephone No.: 804-767-4590
Contractor's TIN: 27-1466804

eVA Vendor ID or DUNS #: DUNS 026915759
State Corporation Commission ID #: 5313431-1
Fax No.: 800-582-1021
Cell No.: 804-399-9473
Email: ABROWNSTEIN@GRS-Global.com

9. BILL TO:
See Section VII: Method of Payment

AWARD

10. ACCEPTED AS TO BID ITEM / CATEGORY NUMBERS:	11. AMOUNT:	12. AWARD DATE:
A - F	NTE $100,000 per term	8/20/14
13. COMMONWEALTH'S REPRESENTATIVE: Ebony K. Beaver, VCO, VCA	**14. COMMONWEALTH OF VIRGINIA** By: [signature]	

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT D

Virginia State Corporation Commission (SCC) Form

Virginia State Corporation Commission ("SCC") registration information:

THE UNDERSIGNED BIDDER:

☐ is a corporation or other business entity with the following SCC identification number: S313431-1

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**** NOTE ****

☐ Check this box if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals.*

Signature: Andrew Brownstein

Printed Name: Andrew Brownstein

Title: CFO

Name of Firm: GRS Title Services, LLC

Date: 8/5/14

*** The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver**

ATTACHMENT A

BID PRICING

Bidder shall review this complete solicitation before completing and submitting the below bid pricing page.

A. Title Insurance Rate Schedule. Attach a schedule for title insurance premiums (which shall include "as completed" endorsements) shall not exceed $ 3.00 per thousand dollars of insured value..

B. Endorsement/Extra Hazard Fee. The fee for one or more endorsements (excluding any "as completed" endorsement) shall not exceed 10 % of the rate charged for the title insurance premium.

C. Title Examination. The hourly rate to be charged for title examination services performed anywhere throughout the Commonwealth of Virginia shall not exceed $ 75 per hour.

D. Document Copies. The fee for document copies shall not exceed $ 1.00 per page.

E. Title Commitment. The fee for preparing and delivering a title report or commitment shall not exceed $ 150 .

F. Settlement and Escrow Services. The fee for settlement and escrow services shall not exceed $ 500 .

REGISTRATION CERTIFICATION

By my signature below, I certify that the individual or entity named below is registered as a settlement agent pursuant to the Real Estate Settlement Agents Act with the appropriate authority as follows:

Registrant's Name: GRS Title Services, LLC

Registration Number: 128 205

Registering Authority:
- X State Corporation Commission
- ____ Virginia State Bar
- ____ Virginia Real Estate Board

Signature: Andrew Brownstein

Printed Name: Andrew Brownstein

Title: CFO

Name of Business/Proprietorship: GRS Title Services, LLC

Date: 8/5/14

ATTACHMENT A

BID PRICING

Bidder shall review this complete solicitation before completing and submitting the below bid pricing page.

A. Title Insurance Rate Schedule. Attach a schedule for title insurance premiums (which shall include "as completed" endorsements) shall not exceed $ ↑ per thousand dollars of insured value..
See Attached

B. Endorsement/Extra Hazard Fee. The fee for one or more endorsements (excluding any "as completed" endorsement) shall not exceed 10 % of the rate charged for the title insurance premium.

C. Title Examination. The hourly rate to be charged for title examination services performed anywhere throughout the Commonwealth of Virginia shall not exceed $ 75 per hour.

D. Document Copies. The fee for document copies shall not exceed $ 1.00 per page.

E. Title Commitment. The fee for preparing and delivering a title report or commitment shall not exceed $ 150 .

F. Settlement and Escrow Services. The fee for settlement and escrow services shall not exceed $ 500 .

REGISTRATION CERTIFICATION

By my signature below, I certify that the individual or entity named below is registered as a settlement agent pursuant to the Real Estate Settlement Agents Act with the appropriate authority as follows:

Registrant's Name: GRS Title Services, LLC

Registration Number: 128205

Registering Authority:

X State Corporation Commission
____ Virginia State Bar
____ Virginia Real Estate Board

Signature: Andrew Brownstein

Printed Name: Andrew Brownstein

Title: CFO

Name of Business/Proprietorship: GRS Title Services, LLC

Date: 8/5/14

Contents

I. PURPOSE

The purpose of this Invitation for Bids ("IFB") is to solicit sealed bids for the establishment of a contract, or contracts ("Contract"), for Title Examinations, Title Insurance, and Comprehensive Settlement Services from persons authorized to act in the capacity of a settlement agent under the Real Estate Settlement Agents Act, as amended, codified at *Code of Virginia* §§55-525.16 through 55-525.32. These services will include, as further set forth below: title insurance underwriting, title examinations, document preparation (but not the drafting of legal instruments), document filing and recording, and escrow, closing and settlement services in accordance with the terms and conditions of this IFB (collectively known as "Services"). To adequately address the numerous locations, property types, and necessary Services, a Contract may be awarded to multiple bidders.

Consistent with the intent for cooperative procurements established in *Code of Virginia §2.2-4304*, this IFB contemplates that the Services may be rendered to any public body as defined in *Code of Virginia* §2.2-4301 ("Authorized Users"), who may submit an Order, which shall include an accompanying Scope of Work ("SOW"), against the Contract awarded through this IFB to one or more Contractors. In particular, departments, agencies, and institutions of the Commonwealth of Virginia, with the support of the Department of General Services ("DGS") and the Office of The Attorney General ("OAG"), acquire and dispose of interests in real property thoughout the Commonwealth via purchase, exchange, condemnation, proffer, gift, lease, conveyance or otherwise. The predominiant nature of the Services for these transactions will be the provision of title examiniation, title insurance, title insurance underwriting, and settlement services for sophisticated and complex real estate transactions (and only infrequently the acquisition of residential real property). Services are for use by the Commonwealth of Virginia, Department of General Services (DGS), Division of Real Estate Services (DRES), and other qualified public bodies ("Authorized Users") as defined in the *Code of Virginia* §2.2-4301, who will be able to submit orders under an Agreement with selected Contractors for Services to be provided, as delineated in any Order, which shall include an accompanying Scope of Work (SOW), and shall be issued against the awarded Contract. Consistent with the intent for cooperative procurements established in *Code of Virginia §2.2-4304*, this IFB contemplates that DRES, together with such institutions and local government bodies as defined in *Code of Virginia* §2.2-4301, may use any Agreements resulting from this IFB.

Following the award of a contract, Authorized Users will submit orders directly with the Contractor, as stipulated herein, using eVA.

II. SCOPE OF WORK (SOW)

Award of a contract DOES NOT guarantee a Contractor work but allows eligibility to submit a price quotation for Services on projects from an Authorized User, as described in an Authoried User's SOW, as such Services are needed, and as a real property project requiring Services becomes available.

From the pool of selected and qualified Contractors, DRES or other Authorized Users will be enabled to solicit quotations for specific real estate projects, select one based upon qualifications, location, timeliness, and price, and then submit an Order for Services that will be accompanied by a completed Scope of Work, an example of which is attached hereto as Attachment C. The SOW is to be used by an Authorized User to describe all Service requirements for a specific project.

Dependent upon circumstances, a variety of endorsements providing affirmative title insurance coverage may be required. In this regard, the Contractor must have the authority to make major underwriting decisions for the title insurance company, providing insurance coverage or, at a minimum, possess a thorough knowledge of underwriting standards and the ability and authority to negotiate promptly special title insurance coverage with the underwriters for the title insurance company. In addition, without limitation, the Contractor should be able to delete exceptions to title coverage typically contained on Schedule B of the standard ALTA owner's policy, such as boundary discrepancies that would be identified by an accurate survey, easements not of record, parties in possession, etc.

C. **Providing copies**. Providing a copy of the deeds or other conveyance documents in the chain of title for the search period and all documents that give rise to title exceptions (including a copy of any survey attached to the foregoing).

D. **Furnishing legal descriptions**. Assisting in furnishing or revising legal descriptions based upon a new survey, if applicable, or in the event that two or more parcels are to be consolidated in connection with the conveyance.

E. **Performing escrow, closing or settlement services**. Performing escrow, closing and settlement services, including:

1. preparing the settlement statement (including calculation of all recordation costs and pro-rations), the report of sale to the IRS, and such other documents as are customarily the responsibility of a settlement agent (Note: this does not include the preparation of any contracts, deeds or other legal documents);
2. securing pay-off information from the holders of all outstanding liens affecting the property;
3. receiving funds (to be held in escrow separate and apart from the funds of the Contractor);
4. providing a specimen title commitment and/or insurance policy, prior to closing, if requested;
5. distributing funds, in accordance with the settlement statement as approved by the Authorized User, to grantor(s), lien holders and others as appropriate;
6. performing pre-recordation title run-down;
7. recording documents;
8. consulting with Authorized User personnel and the Authorized User's legal counsel as necessary; and;
9. providing, after settlement, the original recording receipts, fully executed settlement statements, receipt for taxes paid, and, as appropriate recorded copies or the originals of all recorded documents (except those mailed directly to the Authorized User by the Clerk of the Circuit Court).

F. **Issuing a title insurance policy**. Issuing a standard ALTA owner's title insurance policy (most current form) consistent with the commitment, which shall include deleting any exceptions noted in the commitment that are resolved or modified at or prior to closing. Any provision providing for binding arbitration shall be removed through endorsement. If non-contiguous parcels are being acquired, a separate policy shall be issued for each parcel.

All Services shall be performed in full compliance with all applicable federal, state and local law, rules and regulations. No Service shall be performed that would constitute the

practice of law (For guidance, see the Virginia State Bar's "Unauthorized Practice of Law (UPL) Guidelines for Real Estate Settlement Agents" posted at http://www.vsb.org/site/regulation/upl-guidelines-for-real-estate-settlement-agents). Each Contractor shall endeavor to conduct itself, and shall perform the Services hereunder, to the best of its ability and in accordance with the latest issuance of the American Land Title Association's "Title Insurance and Settlement Company Best Practices".

III. BID RESPONSE INSTRUCTIONS

A. EXPLANATION TO BIDDERS:
The governing files for this solicitation are those files posted to the eVA website: http://www.eva.virginia.gov under the Invitation for Bid (IFB) number shown on the IFB's cover page. All requests for clarification or explanation regarding any portion of this IFB, including all attachments and amendments, must be submitted in writing to the Contracting Officer identified on the cover page of the IFB not later than five (5) business days prior to bid opening. BIDDER IS STRONGLY ADVISED TO READ AND CLEARLY UNDERSTAND THESE INSTRUCTIONS AND ALL SOLICITATION FILES PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (http://www.eva.virginia.gov/) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION.

THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA), §§ 2.2-4300 et seq. of the *Code of Virginia*.

B. PREPARATION OF BID RESPONSES:

1. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company that is submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. **Electronic or facsimile bids will not be considered.** Bidders may not submit multiple bids in a single envelope.

2. The bid form may provide for submission of a price or prices for one (1) or more items. All prices shall be entered in the appropriate section of the Bid Schedule. Where the bid form explicitly requires that the vendor bid on all items, (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is *not* required, the bidder must insert the words "no bid" in the space provided for any item on which no price is submitted.

3. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids **before** the time set for opening of bids.

IV. OPTIONAL PRE-BID CONFERENCE

An **optional attendance** pre-bid conference will be conducted on **Tuesday July 22, 2014 at 10:00 A.M. EST** at the Washington Building, Conference Room 1100 Bank Street, Suite 724, Richmond, Virginia 23219 and via teleconference. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Potential Bidders are encouraged to submit any questions pertaining to this IFB **in writing** prior to the date and time of the pre-bid conference. All questions should be submitted to Ebony K. Beaver via email at ebony.beaver@dgs.virginia.gov.

Although participation at this conference **is not** a prerequisite for submitting a bid package, due to the importance of all Bidders having a clear understanding of the Scope of Work and requirements of this solicitation, interested Bidders are encouraged to participate whether attending in-person or via teleconference.

Potential Bidders who wish to attend the conference in-person are asked to register with the DGS Contracting Officer, Ebony K. Beaver, **via email,** no later than **Friday July 18, 2014.** Please provide the full name, title, and e-mail address, and phone numbers of the person(s) attending representing your company with your registration request to: ebony.beaver@dgs.virginia.gov. Due to space limitations, **no more than two (2) persons** representing a vendor should attend. Additional, unlimited representatives may participate via teleconference. Interested parties attending in-person **should bring a copy of the IFB**. Printed copies **will not** be made available during this conference.

Attendees participating in-person will be required to present photo identification issued by a state or federal entity and sign in at the security desk located at the building's main entrance in order to gain access to the building. Examples of acceptable photo identification include, but are not limited to, a current driver's license or passport. Please plan your arrival accordingly.

Interested Bidders wishing to participate via teleconference must register with the DGS Contracting Officer, Ebony K. Beaver, via email, at ebony.beaver@dgs.virginia.gov by close of business on **Friday, July 18, 2014**. Registered participants will be provided the telephone number and conference code needed in order to participate.

Any change in this solicitation will be made through an addendum issued by the Contracting Officer and will be posted on the state procurement website at www.eva.virginia.gov. It is the responsibility of the Bidder to download the addendum.

V. MANDATORY GENERAL TERMS AND CONDITIONS

The following terms and conditions are MANDATORY and shall be included verbatim in any Contract awarded as a result of this solicitation.

These Required General Terms and Conditions shall be construed under the laws of the Commonwealth of Virginia. The Commonwealth may update or change these Terms and Conditions from time to time. The most current version of the *Agency Procurement and Surplus Property Manual (APSPM)* Terms and Conditions may be viewed at any time at *www.eva.virginia.gov (I SELL TO VIRGINIA / APSPM)*. Any changes will be reflected in the most current Procurement Information Memorandum "PIM". If the Commonwealth makes a material change to these Terms and Conditions, you will be provided notice of that change. Updates or changes to the Terms and Conditions will automatically be effective when posted on the eVA website reflected above. Submission of a bid in response to this solicitation shall constitute your consent to these changes.

Both Parties agree to comply with all applicable local, state and national laws, rules, and regulations under this Agreement.

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's**
Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request

that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and

specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, website portal *www.eVA.virginia.gov*, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

b. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at *www.eVA.virginia.gov*.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. **SET-ASIDES**. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VI. MANDATORY SPECIAL TERMS AND CONDITIONS

A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination.

D. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for five (5) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Urban Wage Earners and Clerical Workers category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more

than the percentage increase/decrease of the Urban Wage Earners and Clerical Workers category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

F. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

G. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

H. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

I. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

J. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the

DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

K. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

L. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

N. **TERM:** The initial term contract period will be for a one (1) year period from the date of award. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed or services delivered.

O. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

P. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

Q. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

R. **eVA ACCEPTANCE OF ELECTRONIC ORDERS**
Within sixty (60) days of contract award, vendor shall be actively registered within eVA, the Commonwealth's electronic ordering system, and capable of accepting electronic purchase orders. Please visit: http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm for more information.

S. **CRIMINAL BACKGROUND CHECK**. The Commonwealth or any Authorized User retains the right to perform a criminal background investigation of a Contractor and any staff who may provide Services under a Contract. Any Authorized User reserves the right to refuse any Contractor or its staff that do not agree to allow such an investigation, or who are otherwise deemed unacceptable, at the sole determination of the Commonwealth or Authorized User, based on the results of the background check.

VII. METHOD OF PAYMENT

A. For valid invoices that exceed $5,000.00 or more, payment will be made within 30 days of receipt of a valid invoice for all services provided during the previous month. The Contractor shall submit a valid invoice to the following address by the 10th day of the month following the month in which services were rendered. Invoices shall be mailed to:

Department of General Services
ATTN: Fiscal Services
Post Office Box 404

Richmond, Virginia 23218-0404

Or

B. For valid invoices in the amount of $5,000.00 or less, payment may be made using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC). The SPCC currently used is a VISA card issued through the Bank of America. Vendors are encouraged, but not currently required, to complete any changes to their eVA registration that would enable them to receive these types of payments electronically.

ATTACHMENT A

BID PRICING

Bidder shall review this complete solicitation before completing and submitting the below bid pricing page.

A. Title Insurance Rate Schedule. Attach a schedule for title insurance premiums (which shall include "as completed" endorsements) shall not exceed $_____ per thousand dollars of insured value..

B. Endorsement/Extra Hazard Fee. The fee for one or more endorsements (excluding any "as completed" endorsement) shall not exceed _____% of the rate charged for the title insurance premium.

C. Title Examination. The hourly rate to be charged for title examination services performed anywhere throughout the Commonwealth of Virginia shall not exceed $_____ per hour.

D. Document Copies. The fee for document copies shall not exceed $_____ per page.

E. Title Commitment. The fee for preparing and delivering a title report or commitment shall not exceed $_____.

F. Settlement and Escrow Services. The fee for settlement and escrow services shall not exceed $_____.

REGISTRATION CERTIFICATION

By my signature below, I certify that the individual or entity named below is registered as a settlement agent pursuant to the Real Estate Settlement Agents Act with the appropriate authority as follows:

Registrant's Name: _____

Registration Number: _____

Registering Authority:

_____ State Corporation Commission
_____ Virginia State Bar
_____ Virginia Real Estate Board

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Proprietorship: _____

Date: _____

ATTACHMENT B

CONTRACT ORDERING INSTRUCTIONS FOR USING PRE-QUALIFIED CONTRACTORS

ORDERING PROCESS FOR USE OF A PRE-QUALIFIED CONTRACTOR RESULTING FROM THIS SOLICITATION FOR PROVISION OF TITLE EXAMINATIONS, TITLE INSURANCE, OR SETTLEMENT SERVICES

WORK ESTIMATED AT LESS THAN $5,000

1. Authorized User develops the Statement of Work (SOW) for Services needed.
2. Authorized User contacts and provides the SOW to a minimum of **one (1)** contractor based on contractor's qualifications and geographic location for Service performance.
3. Authorized User establishes the due date for Contractor to reply with bid price to perform the services specified in the SOW.
4. Contractor returns replies with a bid price to an Authorized User by the established due date.
5. Authorized User selects and notifies the contractor of an accepted bid and issues eVA Order with SOW attached.
6. The eVA order shall be subject to terms and conditions as stated in this Contract.

WORK ESTIMATED TO BE BETWEEN $5,000 and $100,000

1. Authorized User develops the Statement of Work (SOW) for Services needed.
2. Authorized User contacts and provides the SOW to all contractors in the geographic location for Service performance.
3. Authorized User establishes due date for Contractors to reply with bid price to perform the services specified in the SOW.
4. Contractors return replies with a bid price to an Authorized User by the established due date.
5. Authorized User selects and notifies the contractor of an accepted bid and issues eVA Order with the SOW attached
6. The eVA order shall be subject to terms and conditions as stated in this Contract.

WORK ESTIMATED OVER $100,000

Work that is estimated to exceed $100,000 is not applicable to this Contract.

No Authorized User shall issue any Order referencing this Contract and no Contractor shall accept any Order exceeding $100,000 that references this Contract.

ATTACHMENT C

Sample Scope of Work (SOW)

This following sample template is for illustrative purposes only. An Authorized user may use and develop any similar form or format in order to ensure that they can adequately convey to the Contractor size, scope or complexity of a real property project requiring Services. Regardless of format, such a document shall be coordinated for each Order developed between an Authorized User and the Contractor for Services to be provided under this Agreement. Following the completion of a SOW, the SOW shall accompany an eVA Requisition for services from the Ordering Officer to complete the approval of an eVA Contract Order. **NO SOW SHALL BE VALID UNLESS ACCOMPANIED BY A DULY AUTHORIZED EVA ORDER**.

NOTES:

1. Any Order placed by an Authorized User under this Agreement shall be accompanied by a completed SOW. Contractor shall not accept an Order unless accompanied by a completed SOW.

    a. The SOW shall reference the DGS contract number.

    b. The SOW shall include the type of services to be performed, and the costs or price, which shall be consistent with the Contract pricing.

    c. The SOW shall contain the delivery or performance schedule.

2. Order shall be a Fixed-Price type order, using rates not in excess of Contractor's bid price schedule incorporated into Contractor's Contract.

3. Contractor's rates are to be fully comprehensive, which shall include, but not be limited to: all materials, equipment, travel, lodging, incidentals, mail, shipping or any other costs necessary for provision of Services.

CONTINUED ON NEXT PAGE

[Sample Scope of Work (SOW)]

Title Examinations, Title Insurance, and Comprehensive Settlement Services

1. DGS Contract #: _____ (from contract page 1)

2. SOW Effective Date: *<<Insert Date>>*

3. Authorized User / Ordering Entity:

   << Insert ordering entity name e.g., DGS, Division of Real Estate Services, etc. >>

4. Authorized User Contact Info:
   << Insert all address and other contact information of the public body >>

5. Ship to/Bill to Addresses:
   << Insert information to appear on eVA Order to correctly bill information >>

6. Project Description:
   << Insert name and description for project, goals, etc. >>

7. Scope of Work:

   a. Services and Deliverables required:

   b. Custom report needs or formats:

8. Timelines:

9. Project Milestones (if applicable):

10. <u>Confidentiality</u>: In the course of providing Services under this Agreement, Contractor's staff may have access to certain state and/or federal information, which the Commonwealth or Authorized User may deem to be confidential or privileged information, which is not intended to be disclosed to any third party. By its signature below, Contractor hereby certifies and warrants to hold all such Confidential Information in strictest confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to any third parties other than employees, agents, or subcontractors of such party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to certify its respective employees, agents, and subcontractors of their obligations of confidentiality hereunder and require the same to keep such information confidential. The Commonwealth or any Authorized User retain the sole and exclusive right for the Contractor or its personnel to sign and certify a separate Non-disclosure Agreement (NDA), as deemed appropriate or necessary for the performance of Services. Contractor acknowledges that the breach of its obligation of confidentiality may

give rise to irreparable injury to the Commonwealth or Authorized User, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the Commonwealth or Authorized User may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

11. Other:

This SOW, with any illustrative descriptions as attachments or exhibits, together with the accompanying eVA Order and the referenced Contract (above), constitute the entire agreement between Contractor and the Authorized User below, with respect to all communications, representations or agreements, whether oral or written, and with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to, or in addition to the above-referenced Contract shall not be added to or incorporated into this SOW or to any of its attachments or exhibits, or by any subsequent purchase order, or otherwise, and any attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the referenced Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

ATTACHMENT D

Virginia State Corporation Commission (SCC) Form

Virginia State Corporation Commission ("SCC") registration information:

THE UNDERSIGNED BIDDER:

☐ is a corporation or other business entity with the following SCC identification number: _____.

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**** NOTE ****

☐ Check this box if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals.*

Signature: _____

Printed Name: _____

Title: _____

Name of Firm: _____

Date: _____

*** The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver**

ATTACHMENT E

Geographic Services Chart

Please mark the following chart to indicate those geographic areas in which you would be willing to offer to perform title examinations. You may specify counties, cities or towns to be excluded from an area for which you would be willing to offer to perform appraisal services, if you choose to be more specific.

AREA	AREA DESCRIPTION	Area where Bidder will provide title examination services. (Mark with "Yes" if all included. Identify any excluded locations by listing or striking through)
1 **Bristol**	**Counties:** Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise and Wythe **Cities:** Bristol, Norton **Towns:** Abingdon, Appalachia, Big Stone Gap, Bluefield, Cedar Bluff, Chilhowie, Cleveland, Clinchco, Clinchport, Clintwood, Coeburn, Damascus, Duffield, Dungannon, Fries, Gate City, Glade Spring, Grundy, Haysi, Honaker, Independence, Jonesville, Lebanon, Marion, Nickelsville, Pennington Gap, Pocahontas, Pound, Richlands, Rural Retreat, Saltville, St. Charles, St. Paul, Tazewell, Troutdale, Weber City, Wise and Wytheville	Include: _____ Exclude: _____ _____ _____ _____ _____ _____
2 **Salem**	**Counties:** Bedford, Botetourt, Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski and Roanoke **Cities:** Bedford, Galax, Martinsville, Radford, Roanoke and Salem **Towns:** Blacksburg, Boones Mill, Buchanan, Christiansburg, Dublin, Fincastle, Floyd, Glen Lyn, Hillsville, Narrows, New Castle, Pearisburg, Pembroke, Pulaski, Rich Creek, Ridgeway, Rocky Mount, Stuart, Troutville and Vinton	Include: _____ Exclude: _____ _____ _____ _____ _____
3 **Lynchburg**	**Counties:** Amherst, Appomattox, Buckingham, Campbell, Charlotte, Cumberland, Halifax, Nelson, Pittsylvania and Prince Edward **Cities:** Danville, Lynchburg **Towns:** Altavista, Amherst, Appomattox, Brookneal, Charlotte Court House, Chatham, Dillwyn, Drakes Branch, Farmville, Gretna, Halifax, Hurt, Keysville, Pamplin City, Phenix, Scottsburg, South Boston and Virgilina	Include: _____ Exclude: _____ _____ _____ _____ _____

4 **Richmond**	**Counties:** Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George **Cities:** Colonial Heights, Hopewell, Petersburg and Richmond **Towns:** Alberta, Ashland, Blackstone, Boydton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, Mckenney, South Hill and Victoria	Include: _____ Exclude: _____
5 **Norfolk**	**Counties:** Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville. **Cities:** Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg **Towns:** Accomac, Belle Haven, Bloxom, Boykins, Branchville, Cape Charles, Capron, Cheriton, Chincoteague, Claremont, Courtland, Dendron, Eastville, Exmore, Hallwood, Ivor, Jarratt, Keller, Melfa, Nassawadox, Newsoms, Onancock, Onley, Painter, Parksley, Saxis, Smithfield*, Stony Creek, Surry, Tangier, Wachapreague, Wakefield, Waverly and Windsor	Include: _____ Exclude: _____
6 **Fredericksburg**	**Counties:** Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland **Cities:** Fredericksburg **Towns:** Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone	Include: _____ Exclude: _____
7 **Culpeper**	**Counties:** Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Orange and Rappahannock **Cities:** Charlottesville **Towns:** Columbia, Culpeper, Gordonsville, Louisa, Madison, Mineral, Orange, Remington, Scottsville, Stanardsville, The Plains, Warrenton and Washington	Include: _____ Exclude: _____
8 **Staunton**	**Counties:** Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren **Cities:** Buena Vista, Covington, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester **Towns:** Berryville, Boyce, Bridgewater, Broadway, Clifton Forge, Craigsville, Dayton, Edinburg, Elkton, Front Royal, Glasgow, Goshen, Grottoes, Iron Gate, Luray, Middletown, Monterey, Mount Crawford Mount, Jackson, New Market, Shenandoah, Stanley, Stephens City, Strasburg, Timberville, Toms Brook and Woodstock	Include: _____ Exclude: _____

9 **Northern Virginia**	**Counties:** Arlington, Fairfax, Loudoun and Prince William **Cities:** Alexandria, Fairfax, Falls Church, Manassas and Manassas Park **Towns:** Clifton, Dumfries, Hamilton, Haymarket, Herndon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna	Include: _____ Exclude: _____ _____ _____ _____ _____

ATTACHMENT F
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or rejecting the bid package.

1. Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Vendor's Primary Contact:

   Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

   _____ Years _____ Months

4. Vendor Information:

   TIN Number (If Company, Corporation, or Partnership): _____

   Social Security Number (If Individual): _____

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods and/or services.

   A. Company: _____ Contact: _____

   Address: _____

   Phone: (____) _____ Email: _____

   Project: _____

   Dates of Service: _____ $ Value: _____

   B. Company: _____ Contact: _____

   Address: _____

   Phone: (____) _____ Email: _____

   Project: _____

   Dates of Service: _____ $ Value: _____

   C. Company: _____ Contact: _____

   Address: _____

   Phone: (____) _____ Email: _____

   Project: _____

   Dates of Service: _____ $ Value: _____

   I certify the accuracy of this information.

   Signed: _____ Title: _____

ATTACHMENT G

BIDDER CHECKLIST – TO BE RESPONSIVE TO SOLICITATION, COMPLETE THE FOLLOWING:

Required Items to be provided with Bid	Bidder Acknowledgement (Initial below when action completed)
1. **Contractor Info** - Complete Contractor Offer information on cover page. **Signature Required**	_____ Initial
2. **Pricing and Registration Certification** - Complete Bid Pricing and Registration Certification on Attachment A.	_____ Initial
3. **State Corporation Commission** – Attachment D. Complete required information. **Signature Required**	_____ Initial
4. **Geographic Services Chart** – Attachment E. Complete Attachment and specify ALL areas to be included or **identify any locations to be EXCLUDED**.	_____ Initial
5. **Vendor Data Sheet** – Attachment F. Complete required information. **Signature Required**	_____ Initial
6. **Statement of Qualifications** –Summation of Qualifications. Submit information regarding qualifications and experience of Bidder and any supporting documentation, to include a description of the bidder's organizational and staff qualifications and experience to perform the work described in this IFB. Information about experience should include direct experience with the specific subject matter. Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Identification of direct technical supervisors and key technical personnel should be made. Resumes of key staff, proposed consultants and subcontractors are required, indicating education, background and recent relevant experience with the subject matter of the project. List all title insurance companies through which title commitments are issued.	_____ Initial

THIS COMPLETED FORM MUST BE INCLUDED WITHIN YOUR BID PACKAGE.

ATTACHMENT E

Geographic Services Chart

Please mark the following chart to indicate those geographic areas in which you would be willing to offer to perform title examinations. You may specify counties, cities or towns to be excluded from an area for which you would be willing to offer to perform appraisal services, if you choose to be more specific.

AREA	AREA DESCRIPTION	Area where Bidder will provide title examination services. (Mark with "Yes" if all included. Identify any excluded locations by listing or striking through)
1 Bristol	**Counties:** Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise and Wythe **Cities:** Bristol, Norton **Towns:** Abingdon, Appalachia, Big Stone Gap, Bluefield, Cedar Bluff, Chilhowie, Cleveland, Clinchco, Clinchport, Clintwood, Coeburn, Damascus, Duffield, Dungannon, Fries, Gate City, Glade Spring, Grundy, Haysi, Honaker, Independence, Jonesville, Lebanon, Marion, Nickelsville, Pennington Gap, Pocahontas, Pound, Richlands, Rural Retreat, Saltville, St. Charles, St. Paul, Tazewell, Troutdale, Weber City, Wise and Wytheville	Include: Yes Exclude:
2 Salem	**Counties:** Bedford, Botetourt, Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski and Roanoke **Cities:** Bedford, Galax, Martinsville, Radford, Roanoke and Salem **Towns:** Blacksburg, Boones Mill, Buchanan, Christiansburg, Dublin, Fincastle, Floyd, Glen Lyn, Hillsville, Narrows, New Castle, Pearisburg, Pembroke, Pulaski, Rich Creek, Ridgeway, Rocky Mount, Stuart, Troutville and Vinton	Include: Yes Exclude:
3 Lynchburg	**Counties:** Amherst, Appomattox, Buckingham, Campbell, Charlotte, Cumberland, Halifax, Nelson, Pittsylvania and Prince Edward **Cities:** Danville, Lynchburg **Towns:** Altavista, Amherst, Appomattox, Brookneal, Charlotte Court House, Chatham, Dillwyn, Drakes Branch, Farmville, Gretna, Halifax, Hurt, Keysville, Pamplin City, Phenix, Scottsburg, South Boston and Virgilina	Include: Yes Exclude:

4 **Richmond**	**Counties:** Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George **Cities:** Colonial Heights, Hopewell, Petersburg and Richmond **Towns:** Alberta, Ashland, Blackstone, Boydton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, Mckenney, South Hill and Victoria	Include: Yes Exclude:
5 **Norfolk**	**Counties:** Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville. **Cities:** Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg **Towns:** Accomac, Belle Haven, Bloxom, Boykins, Branchville, Cape Charles, Capron, Cheriton, Chincoteague, Claremont, Courtland, Dendron, Eastville, Exmore, Hallwood, Ivor, Jarratt, Keller, Melfa, Nassawadox, Newsoms, Onancock, Onley, Painter, Parksley, Saxis, Smithfield*, Stony Creek, Surry, Tangier, Wachapreague, Wakefield, Waverly and Windsor	Include: Yes Exclude:
6 **Fredericksburg**	**Counties:** Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland **Cities:** Fredericksburg **Towns:** Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone	Include: Yes Exclude:
7 **Culpeper**	**Counties:** Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Orange and Rappahannock **Cities:** Charlottesville **Towns:** Columbia, Culpeper, Gordonsville, Louisa, Madison, Mineral, Orange, Remington, Scottsville, Stanardsville, The Plains, Warrenton and Washington	Include: Yes Exclude:
8 **Staunton**	**Counties:** Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren **Cities:** Buena Vista, Covington, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester **Towns:** Berryville, Boyce, Bridgewater, Broadway, Clifton Forge, Craigsville, Dayton, Edinburg, Elkton, Front Royal, Glasgow, Goshen, Grottoes, Iron Gate, Luray, Middletown, Monterey, Mount Crawford Mount, Jackson, New Market, Shenandoah, Stanley, Stephens City, Strasburg, Timberville, Toms Brook and Woodstock	Include: Yes Exclude:

9 Northern Virginia	**Counties:** Arlington, Fairfax, Loudoun and Prince William **Cities:** Alexandria, Fairfax, Falls Church, Manassas and Manassas Park **Towns:** Clifton, Dumfries, Hamilton, Haymarket, Herndon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna	Include: Yes Exclude:

ATTACHMENT F
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or rejecting the bid package.

1. Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Vendor's Primary Contact:

   Name: Andrew Brownstein Phone: 804-767-4590

3. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

   4 Years 6 Months

4. Vendor Information:

   TIN Number (If Company, Corporation, or Partnership): 27-1466804

   Social Security Number (If Individual): _____

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods and/or services.

   A. Company: Williams Mullen Contact: Brooks Hock
   Address: 200 S. 10th St., Suite 1600, Richmond, VA 23219
   Phone: (804) 420-6429 Email: BHock@WilliamsMullen.com
   Project: Multiple
   Dates of Service: 1/10 - Present $ Value: 1mm - 100mm

   B. Company: Hunton + Williams Contact: Dan Campbell
   Address: 951 E. Byrd St., Richmond, VA 23219
   Phone: (804) 788-8503 Email: DCampbell@Hunton.com
   Project: Multiple
   Dates of Service: 1/10 - Present $ Value: 1mm - 200mm

   C. Company: Law offices of David Greenberg Contact: _____
   Address: 3961-E Stillman, Parkway, Glen Allen, VA 23060
   Phone: (804) 273-7155 Email: david@davidgreenberglaw.com
   Project: Multiple
   Dates of Service: 1-/10 - Present $ Value: 1mm - 25mm

I certify the accuracy of this information.

Signed: Andrew Brownstein Title: CFO

ATTACHMENT G

BIDDER CHECKLIST – TO BE RESPONSIVE TO SOLICITATION, COMPLETE THE FOLLOWING:

Required Items to be provided with Bid	Bidder Acknowledgement (Initial below when action completed)
1. **Contractor Info** - Complete Contractor Offer information on cover page. **Signature Required**	ASB Initial
2. **Pricing and Registration Certification** - Complete Bid Pricing and Registration Certification on Attachment A.	ASB Initial
3. **State Corporation Commission** – Attachment D. Complete required information. **Signature Required**	ASB Initial
4. **Geographic Services Chart** – Attachment E. Complete Attachment and specify ALL areas to be included or **identify any locations to be EXCLUDED.**	ASB Initial
5. **Vendor Data Sheet** – Attachment F. Complete required information. **Signature Required**	ASB Initial
6. **Statement of Qualifications** –Summation of Qualifications. Submit information regarding qualifications and experience of Bidder and any supporting documentation, to include a description of the bidder's organizational and staff qualifications and experience to perform the work described in this IFB. Information about experience should include direct experience with the specific subject matter. Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Identification of direct technical supervisors and key technical personnel should be made. Resumes of key staff, proposed consultants and subcontractors are required, indicating education, background and recent relevant experience with the subject matter of the project. List all title insurance companies through which title commitments are issued.	ASB Initial

THIS COMPLETED FORM MUST BE INCLUDED WITHIN YOUR BID PACKAGE.

Andrew S. Brownstein
529 Sleepy Hollow Road
Richmond, Virginia 23229-7131
(w) 804-767-4590 (h) 804-422-6577 (c) 804-399-9473
abrownstein@grs-global.com

EXPERIENCE

2009-Present

GLOBAL REALTY SERVICES GROUP LLC **Richmond, VA**
GRS TITLE SERVICES LLC
Chief Financial Officer and General Counsel

- Founder and principal of a leading provider of real estate transaction and advisory services
- Raised internal and external funds for start-up capital
- Responsible for all finance, accounting, legal and human resource matters
- Grew from start up to a run rate of approximately $11 million in four years

2007-2009

LANDAMERICA FINANCIAL GROUP, INC. **Richmond, VA**
Senior Vice President – International Services

- Responsible for all Company operations outside of the United States, with over 150 employees in seven countries
- Grew revenue and operating profit 16% and 15%, respectively in 2007
- Managed integration of five previously separate units into a single integrated international platform, including a legal and tax restructuring
- Formed and received regulatory approval for new underwriters and joint ventures in multiple countries
- Led acquisition and integration of UK-based company with over $20 million in revenue

2001-2006

Senior Vice President – Corporate Development

- Identified and analyzed strategic transactions, including acquisitions and joint ventures supervising two additional team members
- Coordinated due diligence, conducted negotiations, closed transactions, and integrated new businesses into current operations
- Closed over 30 transactions for over $300 million in transaction value
- Acquired companies that increased non-title revenue from less than 2% of total revenue to over 7.5%
- Member of Internal Review Board, which supervised startup opportunities, and provided oversight for multiple profitable new ventures for the Company
- Negotiated and executed joint venture with industry competitor to restructure operations of business unit, turning losses of over $1 million per month into consistently profitable entity
- Negotiated and executed joint venture with the Company's primary outsourcing partner to facilitate a new line of business for the Company converting fixed costs to variable costs

1997-2001

COLONNADE CAPITAL, L.L.C. **Richmond, VA**
Vice President

- Coordinated, negotiated and executed investments in the manufacturing, service and media industries for a private equity firm with over $100 million under management
- Deployed capital in transactions valued in excess of $200 million
- Performed detailed due diligence and financial modeling on over 50 transactions
- Restructured investments with multiple constituencies and managed bankruptcy process
- Sourced and screened hundreds of potential acquisitions directly and through intermediaries
- Structured and negotiated financing packages with lending institutions
- Monitored investments and assisted with legal, treasury and compensation functions
- Drafted private placement memoranda and communication to limited partners

1994-1997 **MCGUIREWOODS** **Richmond, VA**
Associate – Corporate Finance Team

- Buy and sell-side M&A engagements in the financial, paper, retail and healthcare industries, representing transactions in excess of $500 million
- Public tender offers for buy- and sell-side clients
- Initial public offerings in the banking, structured finance and healthcare industries, raising over $1 billion
- Demutualization and initial public offering for Virginia's largest mutual insurance company.
- Issuance of asset backed securities for credit card, mortgage and student loan product lines in excess of $500 million

1989-1991 **FINANCO, INC. and DREXEL BURNHAM LAMBERT, INC.** **New York, NY**
Analyst

- Structured and executed mergers, acquisitions and divestitures for clients in the retail and merchandising industries
- Composed exclusive sale memoranda and new business presentations.
- Identified and contacted potential acquirers
- Conducted buyer visits and due diligence
- Represented investors and creditor committees in bankruptcy cases
- Developed acquisition models, business valuations and credit analyses to forecast financing capabilities for leveraged and non-leveraged transactions
- Represented creditors committee in bankruptcy process

EDUCATION

UNIVERSITY OF VIRGINIA **Charlottesville, VA**

Juris Doctor (1994) Editorial Board - Journal of Law and Politics
S. Phillip Heiner Memorial Scholarship Recipient
Bachelor of Arts (1989) Double Major, Economics and American Government
William H. Echols Scholar

ACCOMPLISHMENTS AND AWARDS

Chairman – Richmond Jewish Foundation 2012- Present
Chairman – Virginia Small Business Financing Authority 2002 - 2008
(Gubernatorial Appointment)
President – Weinstein Jewish Community Center 2006-2008
Graduate - Leadership Metro Richmond Class of 2004-2005

Recipient - Weinstein Jewish Community Center –Bernstein Volunteer Leadership Award 2010
Recipient - Jewish Community Federation of Richmond – Robert Reinhart Award 2010
Recipient - Jewish Community Federation of Richmond - Young Leadership Award 2003
Recipient - Inside Richmond Magazine's Top 40 Under 40 Award - 2001
Recipient - Weinstein Jewish Community Center - Young Leadership Award 2001

Stephen Francis

1st

GRS Title Services, LLC- Director

Richmond, Virginia Area | Insurance

Current GRS Title Services, LLC

Previous University of Richmond, LandAmerica

Send a message | Endorse

500+ connections

Relationship | Contact Info | Connected 4 years ago

Background

Experience

Director

GRS Title Services, LLC

February 2011 – Present (3 years 7 months)

GRS Group is a leading provider of commercial real estate services. For over 20 years, GRS Group's professionals have completed thousands of successful assignments in 32 countries. The company's vast experience creates local market knowledge enhanced with global perspective.

As a global affiliation of independent commercial real estate services firms with 465 employees in 22 countries, GRS Group is able to provide expert local real estate advice wherever clients need them. In response to changing client expectations and market conditions, the compnay assembles teams of experts who deliver integrated services built on local market insight coupled with sound research and due diligence. GRS Group is organized into two business units, Title Services and Transaction Services.

Title Services: Commercial Title; Owner, Lendor, Leasehold Policies; Title Searches; Survey & Inspection Services; Loan Doc Preparation; Title and Doc Review; Closing and Escrow Services; Recording Services

Transaction services: Facilities Assessment; Environmental Site Assessment; Valuation/Appraisal; Construction Project Management; [illegible] ling Solutions; ALTA Survey & Zoning

Director- GRS Title Services

University of Richmond

2011 – 2013 (2 years)

Vice -President

LandAmerica

1993 – 2008 (15 years)

Skills & Endorsements

Top Skills

48 Commercial Real Estate

46 Real Estate

33 Due Diligence

People Similar to Stephen

Stephen Smith 3rd

Director SGS Capital - Commercial Real E...

Connect

People Also Viewed

Andy Brownstein
CFO and General Counsel at Global Realty Services Group | Commercial Real Estate Services

David Kilgo
GRS Group - Director at GRS | Corteq Commercial Real Estate Services

Charles Victor
CEO, GRS Group

.Steven O'York
Owner, Closets Of Virginia

Noreen Clindinning
President at GRS Group

Joe Hinson
Partner at Northwest Natural Resource Group, LLC

Dean Carson CPA & Strategic Consultant
Principal at DCarsonCPA.com

Mike Oberleitner
Natural Gas Originator at BP Energy Company

Karen Witt
Account Executive at BB&T Insurance Services, Inc.

Wendy Fricke - Blankenship,CCIM
President at TRAK Real Estate Services

Brian Carr

1st

Commercial Transactions Counsel at GRS Title Services LLC

Richmond, Virginia Area | Real Estate

Previous Old Republic National Title Insurance Company

Education University of Virginia School of Law

Send a message | Endorse

450 connections

Background

Experience

Commercial Transactions Counsel

GRS Title Services LLC

February 2011 – Present (3 years 7 months) | Richmond, Virginia

Major Transactions Counsel

Old Republic National Title Insurance Company

March 2009 – February 2011 (2 years)

Counsel in the National Commercial Title Services office in Richmond, Va.

Skills & Endorsements

- 19 Real Estate
- 12 Title Insurance
- 6 Real Estate Transactions
- 2 Strategic Planning
- 2 Customer Service
- 1 Operations Management
- Public Speaking
- Teaching

Education

University of Virginia School of Law

JD, Law

1990 – 1993

University of Virginia

Bachelor of Arts

1982 – 1986

People Similar to Brian

Marina Sadownick 2nd

Vice President/State Counsel at Chicago Title

Connect

People Also Viewed

Carla Van Oosten
juridical function at de Rechtspraak

Mary Schuring, MSW, LMSW
Mental Health Therapist at Middle Peninsula Northern Neck CSB

"Boots" Beasley
Retired

Kelly King Horne
Executive Director at Homeward

Kathy Pilkington
Member at Bringewatt & Snover, PLLC

Josie Chernoff
Chief Operating Officer at Cumberland Holdings LLC

roger grigg
President and Manager at Leonard, Grigg and Assoc., LLC

Scott Parsons
Executive Director at Virginia Small Business Financing Authority

Sara Blass
Senior Corporate Counsel at Covidien

Kevin McCusty
Partner-- Real Estate Finance Practice Group Chair at Troutman Sanders LLP

Following Following Following Following

GRS | Capital & Provi...
Commercial Real Estate
Following

GRS | Ticon
Commercial Real Estate
Following

Schools

University of Virginia
Charlottesville, Virginia Area
Following

University of Virginia ...
Charlottesville, Virginia Area
Following

GRS GROUP

LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

+1 800 477 2731

www.grs-global.com

Los Angeles
New York
Chicago
San Francisco
San Diego
Phoenix
Atlanta
Richmond
Dallas
Frankfurt
London

ASSESSMENT

TITLE INSURANCE

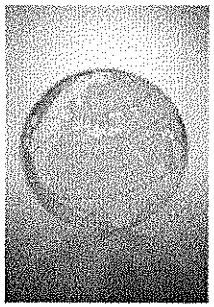
FINANCIAL ADVISORY

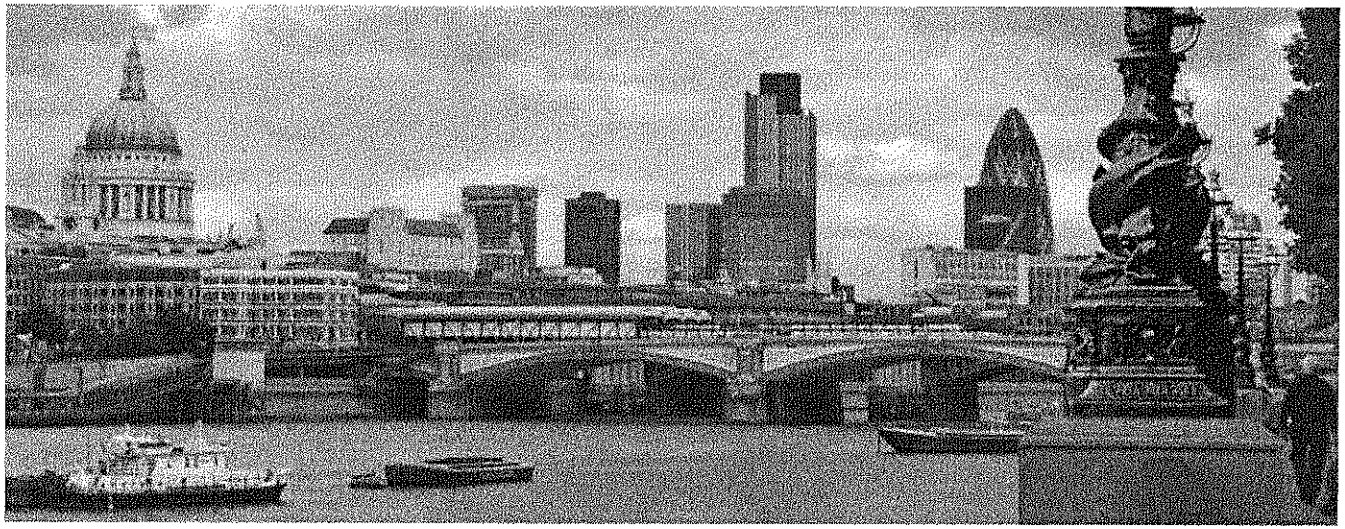
ENERGY MANAGEMENT

COMPANY OVERVIEW

GLOBAL REALTY SERVICES GROUP

Strategic thinking and innovative solutions to identify, quantify, and manage risk in a rapidly changing world.





Operational synergy, speed of action, and the ability to apply global perspective to a local situation.

GRS Group is a leading provider of commercial real estate services.

For over 20 years, our professionals have completed thousands of successful assignments in 32 countries. Our vast experience creates local market knowledge enhanced with global perspective.

As a global affiliation of real estate services firms with over 600 professionals covering 3 continents, we are able to provide expert local advice wherever our clients need us. In response to changing client expectations and market conditions, we assemble teams of experts who deliver integrated services built on local market insight coupled with sound research and due diligence.

GRS Group is organized into three business units: Real Estate Advisory, Title Services and Assessment Services.

At GRS Group, our mission is to help our clients identify, quantify and manage risk associated with commercial real estate finance and investment. In the midst of the worst economic downturn since the Depression, considerable damage is being done to property values. Meanwhile, the most devastating part may still be on the horizon, as commercial mortgages mature without replacement capital. These maturities and the distressed sales they may prompt could cause another round of property revaluation.

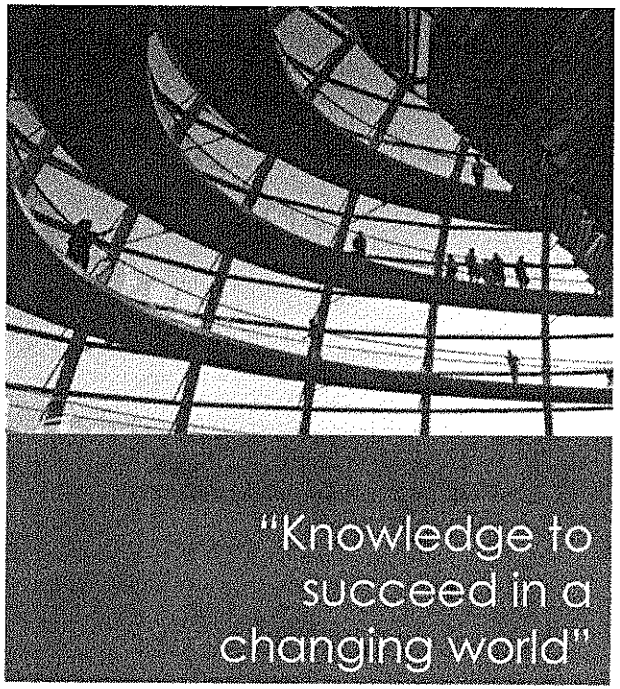
Despite hopeful signs about the U.S. economy, much remains in flux for commercial real estate. Under these conditions, strategies centered on risk protection offer investors, and lenders, a means to put capital to work, take advantage of illiquidity, while giving them a shield against capital market and operations risk.

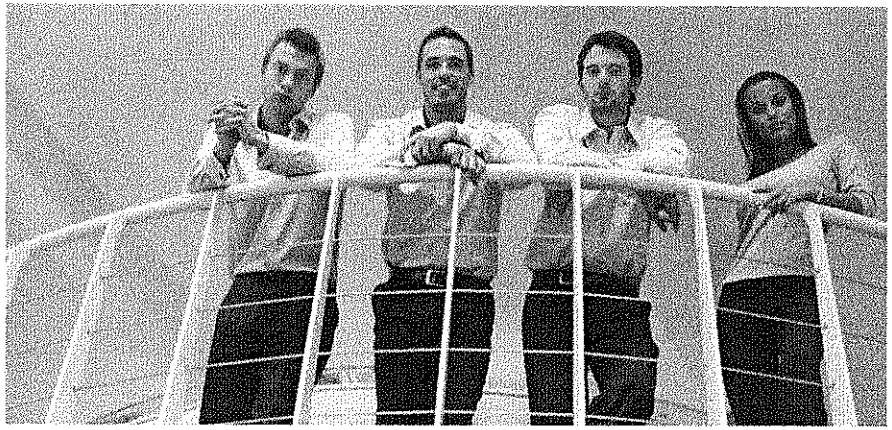
At GRS Group, we support our clients in this. We undertake risk assessments that go beyond collateral due diligence and focus on the wider financial risks associated with investment and lending in commercial real estate.

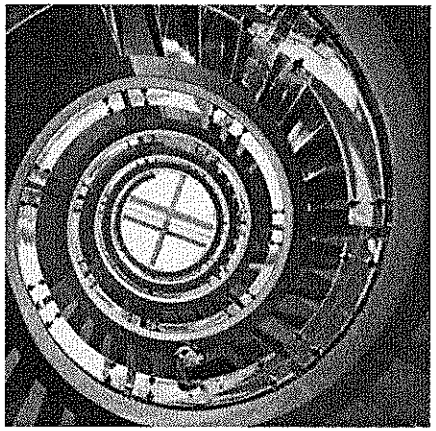
Expertise in Action

Our experience ranges from loan workouts and REO for US banks and special servicers, to private equity acquisitions of 100,000 multifamily units in Europe. From a 260 property sale lease-back portfolio in Japan to a portfolio assessment for a €77.3B multinational corporation.

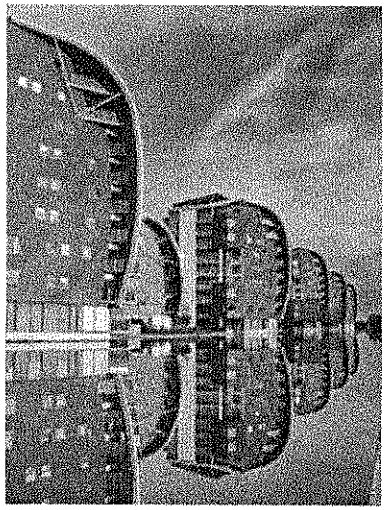
Our Directors manage every client relationship and coordinate the team of professionals best suited to deliver consistent, superior service in locations around the globe. Providing a single point of contact and equipped with a diverse range of enterprise resources, we are able to customize each team to meet the specific needs of our client.







We attract, develop, and reward the best and most diverse people in our industry, challenging them to develop enduring client relationships built on quality service, collaboration and trust.



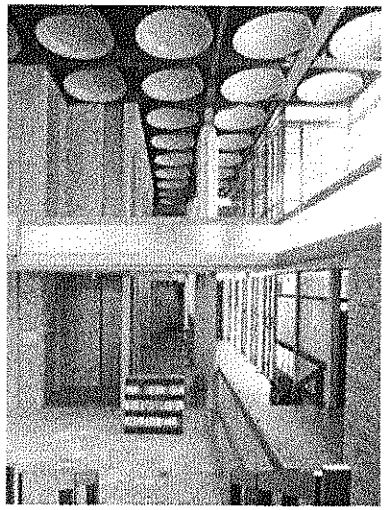
Advisory Services

Our advisory professionals have extensive experience developed through years in the commercial real estate finance markets working with major balance sheet lenders, securitization programs, institutional investors and mortgage servicers. We provide much needed expertise to assist lenders and owners in developing strategic investment and risk management strategies.

We help our clients meet their business challenges by designing and implementing solutions that deliver rapid and enduring savings.

Services Offered:

Asset Feasibility Studies
Loan/Asset Portfolio Valuation
Underwriting & Due Diligence
Loan Servicing Support
Cash Flow Modeling
Talent Management Solutions
Cost Segregation
Lease Abstracting



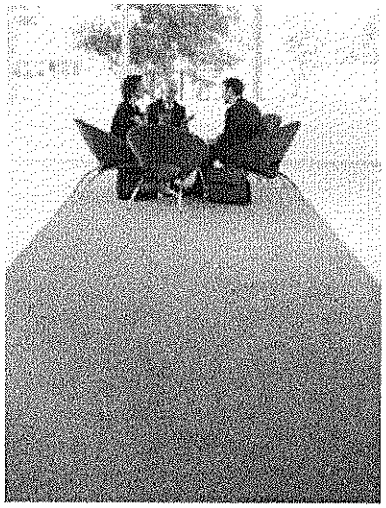
Title Services

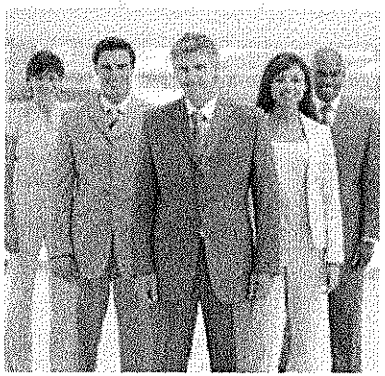
GRS Group Title Services provides accurate, timely and complete title search and real estate related search services in every geographic region of the country. GRS prepares, assists and reviews the closing documents necessary to meet our clients' specific needs and requirements.

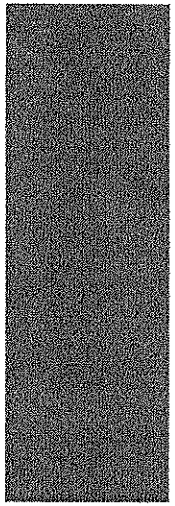
We specialize in transactions of every size, single-site, multi-site and multi-state portfolios. Our teams are comprised of senior-level corporate real estate executives, title insurance executives and seasoned underwriters. We are knowledgeable in every aspect of title insurance underwriting, including the most recent title insurance products, policies and endorsements available to the commercial market.

Services Offered:

Commercial Title Insurance
Owner & Lender Policies
Title Searches
Title and Document Review
Closing & Escrow Services
Recording Services







Assessment Services

The acquisition and finance of commercial real estate is often riddled with complex issues. Before closing, both lender and buyer need to be thorough in their due diligence. It is imperative that stakeholders learn as much as possible about the property, existing conditions, restrictions, zoning ordinances, leases and environmental hazards.

At GRS Group Assessment Services, we partner with our clients by implementing cost-efficient, scalable staffing models and introducing efficiencies designed to optimize the transaction process. Regardless of size, industry sector or geographic dispersion, GRS Group Assessment Services consistently delivers quality, timeliness and value.

Services Offered:

Facilities Assessment
Environmental Site Assessment
Valuation/Appraisal
Construction Mgmt & Cost Analysis
Sustainability-Green Solutions
ALTA Survey & Zoning

Advisory Services

The imperative to form a strategic view of risk

We provide advisory services to help you make investments with confidence, manage your risk, strengthen your fundamentals and achieve your potential.

Asset Feasibility Studies

The goal of a feasibility study is to give the investor, or commercial mortgage lender, a clear evaluation of the potential for maximizing value or mitigating losses for a particular commercial real estate project. Therefore, GRS Group feasibility analyses focus on the asset characteristics, location, market fundamentals, and competitive position within its market. By seamlessly combining this advisory service with information from other GRS Group Business Units, we help our clients formulate a strategic solution.

Since each client has specific needs for each asset, our Asset Feasibility Studies are carefully tailored to meet your needs. Services performed may include:

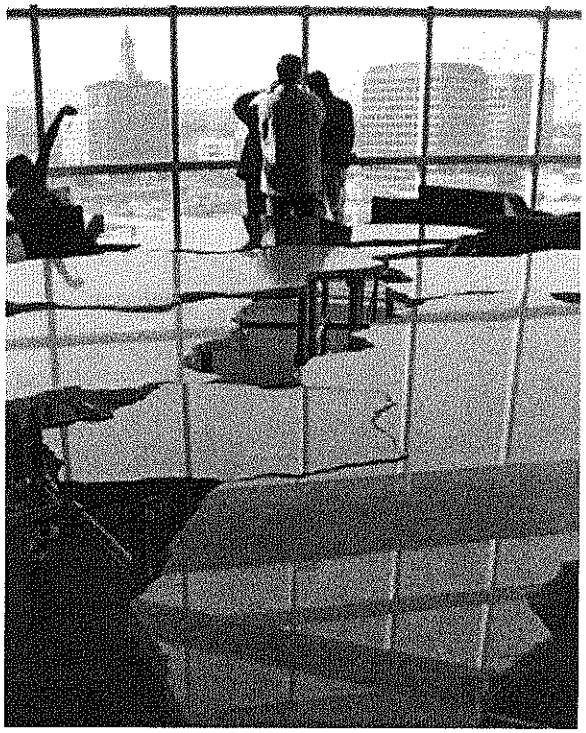
- Asset Summary
- Photos, maps & property inspection findings
- Market Study
- Sale and Rent comp analysis
- Key issues impacting marketability
- Cash flow projections
- Immediate needs assessment
- Recommended disposition strategy

Loan/Asset Portfolio Valuation

For our banking clients, we provide asset level review services and portfolio valuations to assist in balance sheet management. Our file review services range from data aggregating to asset summary preparation, and may include asset underwriting, collateral summary reports, and loan-file agreed upon procedures. Our portfolio valuation services provide insight to the market value of mortgage notes or OREO on an asset-by-asset basis, providing clients an indication of value based upon current market execution. To advise clients on available options, we build cash flow analysis for different exit strategies, such as individual note sale, bulk note sales, foreclosure, and loan workouts.

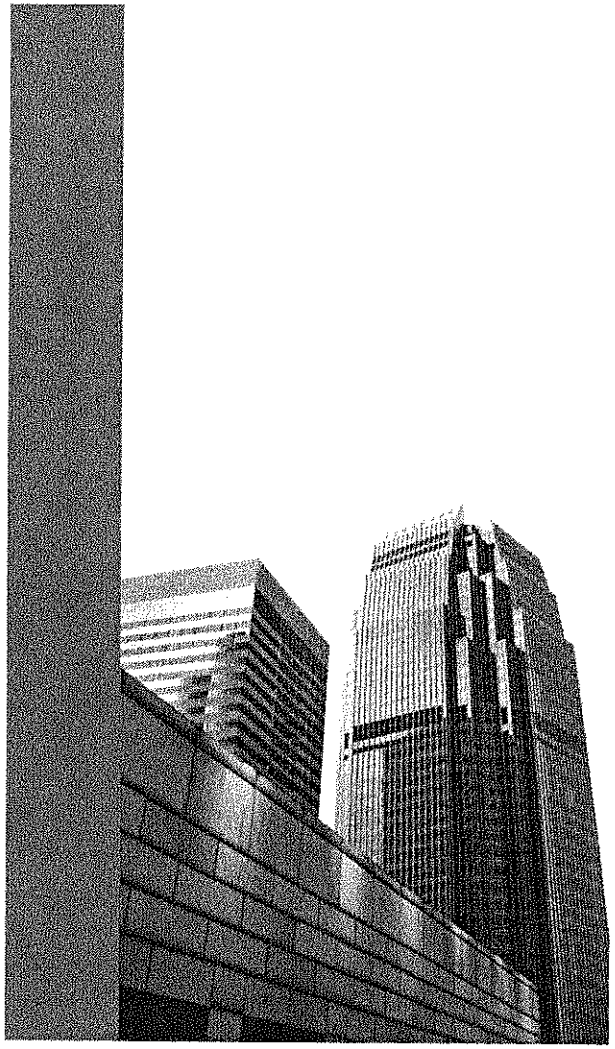
For investors, GRS Group assists in evaluating note acquisition opportunities by providing analyses of mortgage note offerings under consideration.

"Critical thinking to drive performance and mitigate risk"



Advisory Services

Seizing opportunity. Linking risk and performance



For M&A clients, GRS Group provides preliminary due diligence including file reviews, data aggregation and asset summaries on the targeted portfolios.

Underwriting & Due Diligence

GRS Group can provide support services for your underwriting and due diligence efforts. We can provide complete process underwriting, or we can manage specific underwriting or due diligence functions. Our goal is to allow you to leverage your decision-making talent by utilizing our services to extend your underwriting & due diligence staff.

Loan Servicing Support

GRS Group's fundamental understanding of commercial real estate lending and property operating dynamics enables our Real Estate Advisory team to offer superior mortgage servicing support. GRS Group personnel can audit loan servicing records to ascertain MIS/servicing system conformance with underlying legal documentation, verify servicer and borrower compliance with loan terms and conditions, correct deficiencies or develop a plan for corrective action, monitor on-going servicing and subservicing arrangements and inspect collateral as needed.

Cash Flow Modeling

GRS understands commercial real estate and its income producing characteristics. We can provide historical cash flow analysis, current property level underwriting, and cash flow projections, and discounted cash flows. Let our experienced team of real estate professionals provide insight to your assets potential income generation and ultimate valuation for investment and disposition strategies.

Talent Management Solutions

Proper allocation of talent and expertise is a critical component to underwriting a loan or understanding the value of a complex commercial real estate portfolio. As market uncertainties persist, institutional investors and lenders struggle with the decisions of investment in infrastructure. GRS Talent Management Solutions (TMS) recognizes that market participants will now require a source for seasoned commercial real estate finance professionals, while at the same time hedging their personnel expense. Allowing TMS to properly staff

Advisory Services

Creative solutions to maximize value.

and leverage talent on a temporary/temp-to-hire basis provides clients the flexibility to keep-up with the cyclical demands of a turbulent real estate market.

Cost Segregation

Generating positive cash flow while at the same time managing existing debt obligations and assessing upcoming debt maturities can be challenging. GRS Group and their Service Affiliate can provide value throughout the property's ownership cycle identifying and "segregating" various building components for tax purposes. Cost Segregation analysis can assist in improving a property's near term cash flow and minimizing capital gains tax upon the sale of the asset.

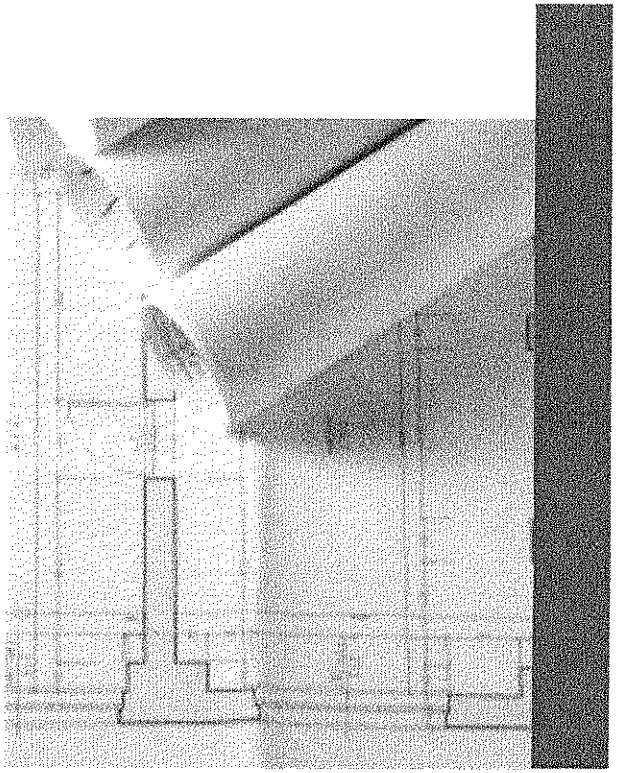
Cost Segregation combines an engineering study with an IRS-accepted tax strategy used to accelerate depreciation deductions by identifying certain building components and allocating them to an accelerated depreciation schedule of 5, 7 or 15 years. No new deductions are identified, but rather deductions are moved forward that might otherwise take 27.5 or 39 years to fully realize. Once performed, the accelerated depreciation schedules and resulting tax deferral greatly improves cash flow.

A cost segregation study may be advantageous if:

- Building a new facility
- Acquiring an existing building,
- Improving, renovating or expanding an existing building, or
- Conducting leasehold improvements

Lease Abstraction

GRS Group coordinates Lease Abstracting services for clients on a national platform. A Lease Abstract is a critical first step in the financing, re-financing and acquisition of commercial real estate properties. We are able to provide accurate and concise abstracts of tenant leases for lenders, buyers, borrowers, sellers and managers of commercial real estate, as well as for law firms looking to outsource this aspect of the transaction process.



Title Services

We specialize in transactions of every size, single-site, multi-site and multi-state portfolios.

Whether you are an owner, local brokerage shop or a centralized lender, we can tailor our title agency's services to your specific requirements. Our knowledgeable staff will help you choose from a wide range of title products and a variety of services for your commercial real estate management needs to create a customized solution that complements your company's unique operations.

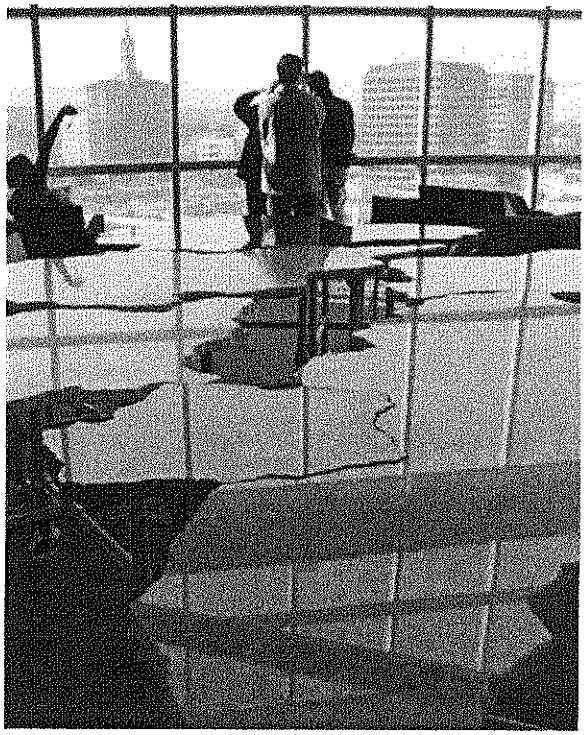
Title Services
- Commercial Title
- Owner, Lender, Leasehold Policies
- Title Searches
- Survey and Inspection Services
- Loan Document Preparation
- Title and Doc Review
- Closing & Escrow Services
- Recording Services

GRS Title Services specializes in transactions of every size, single-site, multi-site and multi-state portfolios. Our experienced teams are comprised of senior-level corporate real estate executives, title insurance executives and seasoned underwriters. We are knowledgeable in every aspect of title insurance underwriting, including the most recent title insurance products, policies and endorsements available to the commercial market.

We provide accurate, timely and complete title search and real estate related search services in every geographic region of the country. GRS Title Services prepares, assists and reviews the closing documents necessary to meet our client's specific needs and requirements. We are experts at customized and complex escrow services, including expedited recordings, to successfully facilitate even the fastest closings.

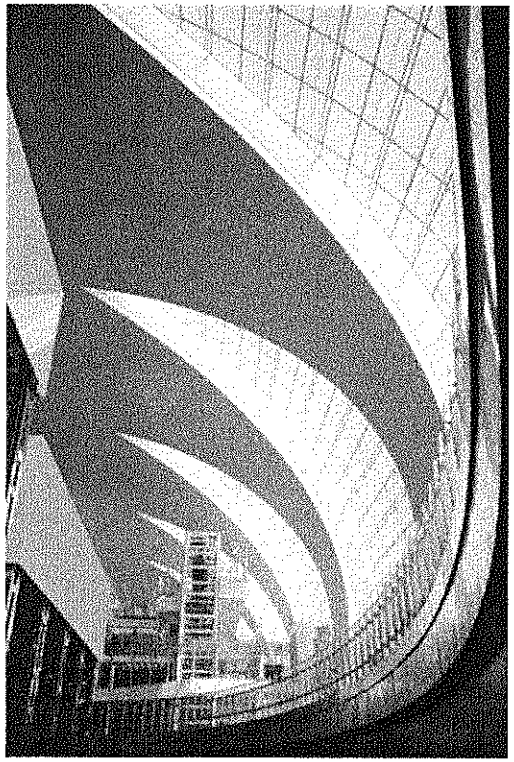
The strategic imperative for risk transfer

"Critical thinking to drive performance and mitigate risk"



Assessment Services

Clarity through relentless investigation of issues



"Leadership to identify, quantify, and manage risk"

Our Assessment Services unit has completed assignments in 28 countries on four continents.

Understanding environmental risks, identifying deferred maintenance and forecasting capital expenditures are critical during the due diligence phase of any real estate transaction and are equally important during the management of the property. GRS Group's Assessment Services provides an impartial third party review of these issues to ensure that you have the depth of knowledge needed to make informed decisions. We will help identify the right level of due diligence to ensure the success of your project.

Facility Assessment

Unexpected costs resulting from physical deficiencies, deferred maintenance and replacement or repair of key building systems can significantly impact operating costs and cash flow, disrupt building operations and erode the value of otherwise profitable investments. By evaluating the condition of improvements and expected capital expenditures, investors and lenders can avoid costly surprises. GRS Group offers the following facility assessment services to provide clients with the information they need to manage uncertainties to preserve the value of their investments:

Facility Services:

- Property Condition Assessment
- Property Acquisition Assessment
- Seismic-Probable Maximum Loss (PML)
- FEMA Classification

Environmental Site Assessment

Under federal and state laws, the owners of real estate can be liable for cleanup of hazardous substances and petroleum products released at their property. This is true even if the release occurred before the owner became involved in the property or has no other direct responsibility for the release. As a result, related cleanup costs have a material, and sometimes catastrophic, impact on the value of real estate. Related impacts on cash flow, leasing, resale and the ability to obtain financing can all be contributors to a diminution in value.

Assessment Services

Expect experience, accuracy, and integrity

Understanding the environmental risks associated with property can help property owners, buyers, lenders and investors to protect hard-earned assets. GRS Group provides the following services to help clients identify environmental risks that can significantly impact their financial future:

Environmental Services:

- Phase I Environmental Site Assessment
- Review & Update of Existing Reports
- Risk Assessment per SBA Criteria
- Transaction Screen Assessment
- Lead Paint, MMP and Asbestos O&M
- Phase II Limited Site Characterization
- Remediation Project Management

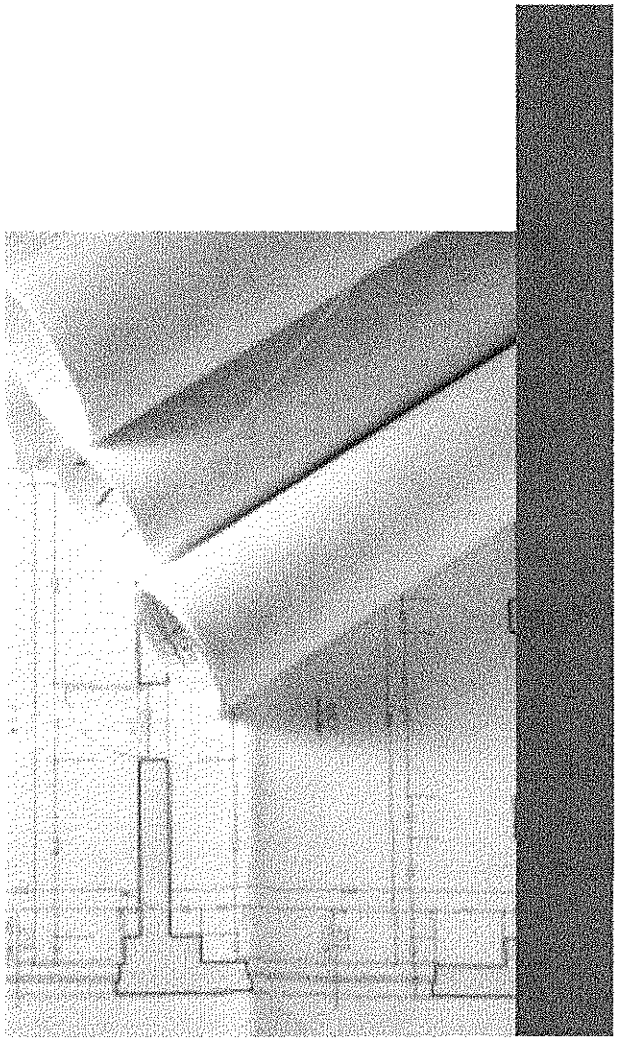
Appraisal/Valuation

GRS Group is a nationally recognized provider of quality commercial property appraisals. With coverage nationwide, our senior appraisal management team has a reputation for timely delivery of well-documented appraisals.

The Appraisal Institute awards the title MAI (Member of the Appraisal Institute), its highest professional designation to those who have successfully undertaken the rigorous educational, practical and ethical requirements of the organization.

ALTA Survey and Zoning

GRS Group coordinates survey and zoning needs for clients throughout the U.S. Through our Service Affiliates, we are able to provide coverage for clients that require single-site as well as multi-site projects. Our typical client groups include Owners, Title Companies, Law Firms, Corporations, REITs and Lenders.



Assessment Services

Managing the most strategic use of capital across your portfolio

"Certainty of execution"

Construction Project Management

Certainty of execution is an absolute priority for any client undertaking a capital investment project.

At GRS Group, our Project Management Unit partners with our clients by implementing cost-efficient, scalable staffing models and introducing processes designed to optimize project management activities and make the most efficient use of capital across your portfolio.

The foundation of our philosophy is built on three commitments to our clients.

Responsibility. Our approach to the delivery of your project is very simple. We take responsibility for its success. We give you the support of talented, experienced people who understand the importance of your business objectives, who provide strong, independent advice and solutions tailored specifically to your objectives, and who safeguard your interests from the inception of our commission through to its successful completion.

Leadership. Good project management requires teamwork, but it also demands leadership. We lead from the front, helping to create a structured, positive environment in which every member of your project team can operate at maximum efficiency.

Value. Underlying every aspect of our project management is a commitment to ensure that you gain the maximum advantage from your investment. We focus on delivering your project on time, to budget and to the highest appropriate level of quality. But we also seek every opportunity to find and develop innovative solutions that add value to your objectives and results.

Construction Risk Mitigation

Our Construction Risk Mitigation team has experts around the globe experienced in the management of construction lending risks including default management, construction workouts, non-performing assets and REO servicing, Many of our professionals have backgrounds in construction lending and have work at leading financial institutions. Our unique insight and processes allow us to head off problems before they start.

Construction Cost Analysis

The GRS Group Project Management Unit coordinates workout site inspections for REO

Assessment Services

A philosophy built on responsibility, leadership, and value

properties to determine construction progress. The project information is evaluated and a cost to complete schedule is calculated based on the inspector's findings. We then assign a project risk rating and make a recommendation to finish construction, suspend activity, or remove the existing structure.

Construction Completion

We serve as Project Manager and Owner's Representative to ensure completion of construction projects. During construction, our Project Management Unit will establish a schedule for status inspections to monitor the contractor's progress, review and recommend draw requests and perform risk management reporting and tracking.

Project Management Services:

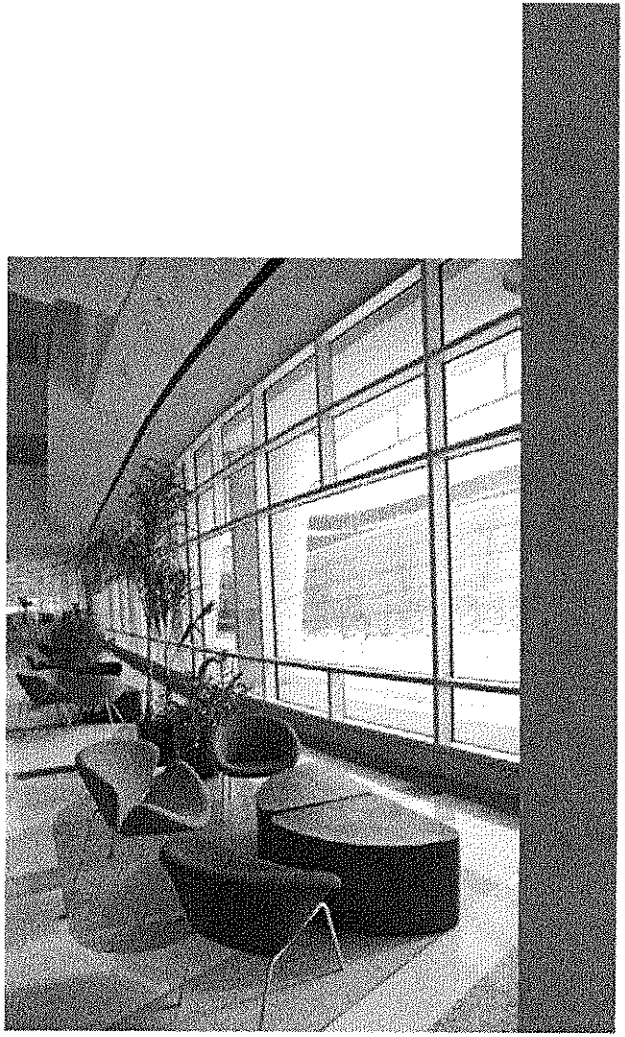
- Strategic Planning
- Contractor Replacement-Team Selection
- Budget & Schedule Development
- Service and Materials Procurement
- Design & Construction Oversight
- Sustainable Design & Construction

Sustainability - Green Building Solutions

Just about every month, a glitzy tower rises somewhere in the US, boasting the latest in "green" design and technology. To many people, that is an encouraging trend, especially when considering that commercial buildings account for more than 60 percent of US electricity consumption, according to government estimates, and generate 30 percent of all greenhouse gas emissions.

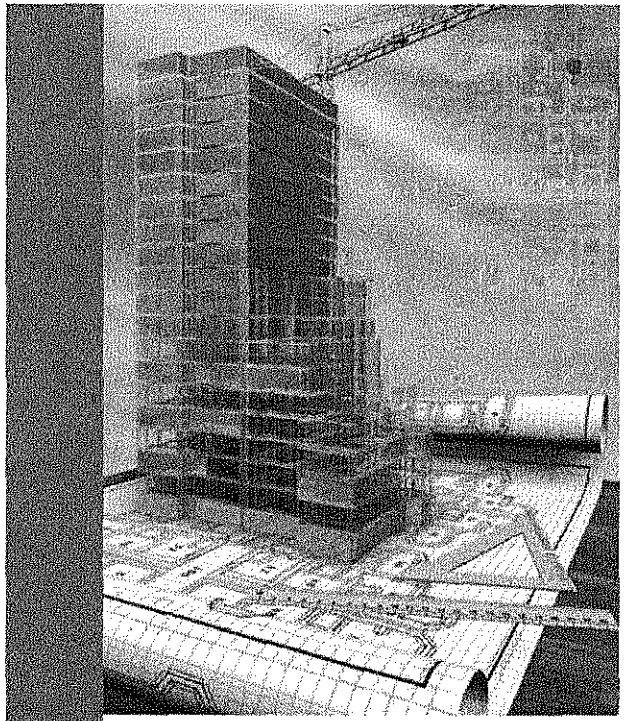
Yet these buildings represent a small fraction of the US's estimated 4.5 million commercial properties, many of which were erected decades ago before sustainable, or green, designs became de rigueur. This vast stock of older buildings presents a much bigger opportunity to cut down on energy consumption and carbon emissions that contribute to global warming.

The real estate industry has recently begun to turn its attention to "greening" existing buildings. The United States Green Building Council, whose Leadership in Energy and Environment Design (LEED) program has become the de facto standard for sustainable building, has guidelines that address



Assessment Services

Smarter buildings for a greener planet



older buildings. Called LEED for Existing Buildings, or LEED-EB, the program provides a laundry list of steps that building owners and managers can take to operate and manager their properties more efficiently.

Like the certification program for new buildings, the program for existing buildings assigns points for various steps, including efforts in recycling, water and energy efficiency and air quality. There are four levels of certification, from basic to platinum, which is awarded to the highest-scoring buildings.

Green Building Certification

GRS Group helps you obtain ENERGY STAR® labeling and LEED® Green Building Certification in existing buildings.

ENERGY STAR® is a joint program of the US Environmental Protection Agency and the US Department of Energy. It helps business develop a strategic approach to energy management. That approach includes measuring current energy performance, setting goals, tracking savings and rewarding improvements.

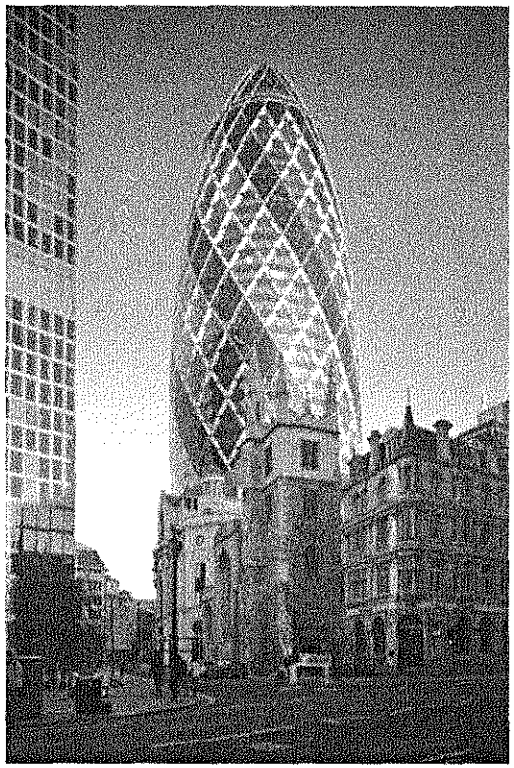
Quickly navigate through the performance rating process to obtain an ENERGY STAR® rating with help from GRS Group. We collect and analyze your facility's data and recommend and implement efficiency improvements wherever it is cost effective. The ENERGY STAR® level represents your organizations commitment to increased energy efficiency. A minimum ENERGY STAR® rating of 75 or above can receive the prestigious ENERGY STAR® label.

The LEED® Green Building Rating System is a voluntary standard. Whether you are seasoned in green operations or just getting started, GRS Group can help you obtain LEED certification for your facility. Specifically, we:

- Improve energy efficiency
- Benchmark energy performance through the ENERGY STAR® rating system
- Implement measurements, metering and reporting capabilities
- Evaluate and implement renewable energy strategies
- Sale and Rent comp analysis
- Key issues impacting marketability
- Cash flow projections
- Immediate needs assessment

International Services

Servicing the globe through international experience, expertise and resources



"Operational excellence through robust governance and execution"

The GRS Group family of companies is a premier global provider of commercial real estate transaction and project management services.

With more than 25 years of experience in commercial Project Management, Assessment, and Title Insurance services, GRS Group understands the complexities of the real estate process and how that process varies from country to country.

GRS Group professionals work together with our global management team to help our clients strategically manage the risk associated with their real estate investments.

Every day, our companies successfully manage and complete commercial real estate transactions by providing coordinated title insurance and closing services, assessments, appraisals, zoning, property surveys, technical due diligence services, project management and more. With over 600 professionals on 3 continents, GRS Group professionals have completed thousands of successful assignments across 32 countries.

GRS Group companies represent superior regional brands with long-term local market knowledge and deep roots in their regions. These companies are united under the GRS Group umbrella by a common set of Values:

- Act with Integrity
- Honor Commitments
- Strive for Excellence
- Have Fun through Work

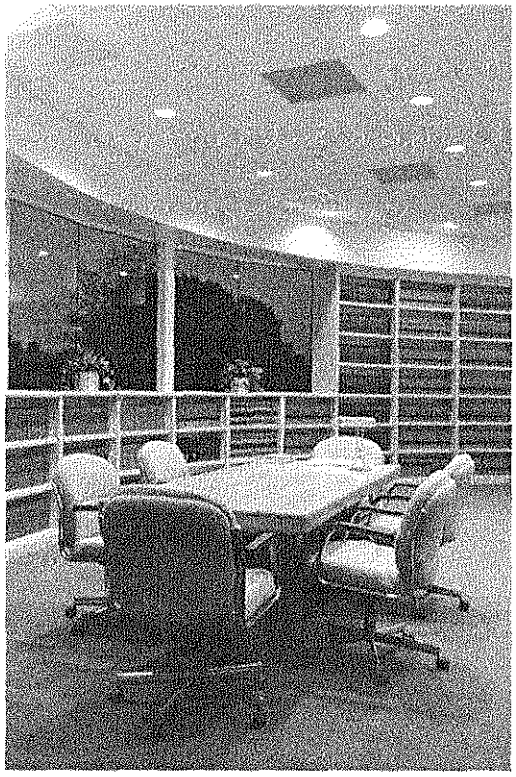
These Values have always been a part of GRS Group. They provide a common framework for how we do business around the world.

Increasingly, our clients are doing business in multiple countries. Just as they have come to rely on GRS Group to provide exceptional risk mitigation on their domestic transactions, they also rely on us as a valued service partner around the globe.

Global Title Services

Mitigating the legal risks of investment and mortgage finance

"Assurance backed by global expertise in addressing risk"



Commercial Title Risk Throughout the World

In the United States, virtually every property acquisition and financing requires title insurance. While title insurance is not mandatory in real estate transactions elsewhere, our global customers increasingly recognize that it serves as an excellent means of addressing the risks of real estate ownership and financing.

In addition, there is a growing demand from European investors, rating agencies, and auditors for additional disclosures, stronger guarantees and safety. Title insurance can address those needs quickly and efficiently when they relate to property ownership. It also frees investors and their lenders from having to understand and self-insure risks inherent in complex legal opinions in various languages, formats, contexts, and degrees of reliability.

GRS Group Title offers two types of title insurance internationally: traditional Title Insurance and Legal Indemnity.

A Legal Indemnity is a form of title insurance, typically used in the UK, which indemnifies the property buyer and the mortgage lender against a specific, defined risk, which has been identified by the buyer's lawyer. Unlike the broader form of title insurance, legal indemnity policies do not cover unknown risks.

Title Insurance was created to allow US banks to provide the same mortgage conditions nationwide, despite laws and regulations that vary from state to state, and even within states. This is similar to the situation for multi-jurisdiction transactions in Europe. Furthermore, loan policies of title insurance protect the mortgagee against defects in the borrower's title to the property.

For cross-border transactions, title insurance eliminates the burden—and reduces the risks—of coordinating the multitude of national ownership protection rules. Transactions are, therefore, safer and easier, particularly important in light of the rising volume of indirect real estate transactions through corporations, funds or limited partnerships.

Global Title Services

Protecting transactions with exceptional insurance products and services

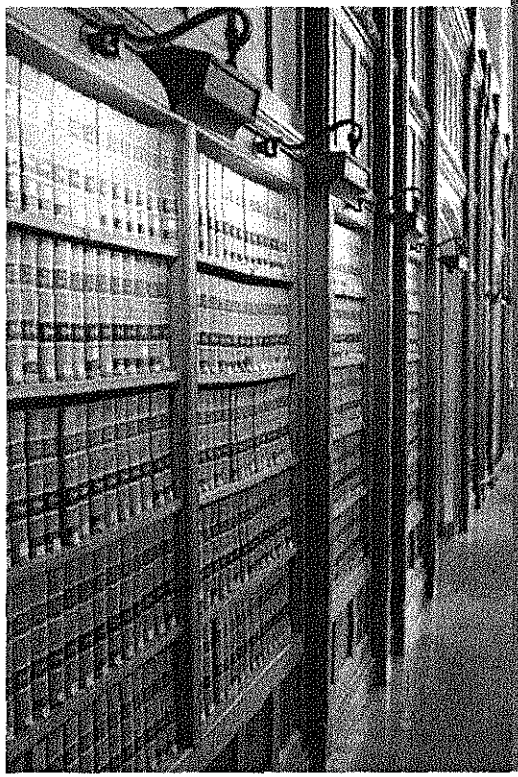
Commercial Title Insurance Throughout the World

GRS Group Title provides legal indemnity and title insurance for commercial properties in the UK and throughout Europe. Our underwriters have extensive experience in property transactions in Bulgaria, Croatia, the Czech Republic, Denmark, France, Germany, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Romania, Russia, Slovakia, Slovenia, Spain, Ukraine, and the UK.

Historically, real estate owners and lenders outside the U.S. have had to achieve a level of comfort against title risks by relying on opinions of title from local counsel and notaries. Negligence, fraud, poor judgment—or simple mistakes—could prove costly, with slim chances for recovery after protracted and expensive litigation.

Our customers—real estate investors and developers, corporate property end-users, hospitality and retailing companies—and their lawyers increasingly appreciate the benefits of insuring property ownership against title risks. Title insurance transfers to the insurance company not only the ultimate risk of loss, but also the risk of litigation to defend against claims. In addition, banks and other financial institutions providing mortgage finance for real properties understand the benefits of insuring their loans, for the life of the loans, against title risks.

GRS Group Title offers commercial title insurance policies for major commercial transactions worldwide through our affiliation with Lloyd's of London. Because our policies are designed to insure the shareholder, or the ultimate beneficial owner or mortgagee of the property, and not necessarily just the local entity holding title or the security instrument, they offer flexibility to the ultimate insured.



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Leadership

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Leadership

Exceeding expectations at every touch point

Charles Victor
Chief Executive Officer

During his 23 years in the commercial real estate industry, Mr. Victor has demonstrated strong corporate leadership and entrepreneurial success. Mt. Victor has successfully built and sold several services companies in addition to serving in executive roles with a Fortune 500 real estate services firm.

Currently, Mr. Victor is Chairman and CEO of GRS Group. Formerly, he was Senior Vice President, LandAmerica Financial Group with responsibilities for domestic and international Commercial Expanded Services Group operating in 40 countries and providing services on over $300BN of real estate assets. Also, served as Senior Vice President, Western Region Commercial Title Operations.

Mr. Victor has been a member of the Mortgage Bankers Association (MBA), Commercial Mortgage Securities Association (CMSA - US & EU Chapters), National Association of Real Estate Investment Trusts (NAREIT), International Council of Shopping Centers (ICSC) and Pension Real Estate Advisors (PREA).

Noreen Clindinning
President

Ms. Clindinning's career in the industry spans 25 years. After receiving a Bachelor's degree in urban development, and working as a project manager for a mid-sized development company, she joined one of Canada's largest law firms as consultant to their real estate and environmental departments.

In 1992, Ms. Clindinning joined Project Resources Inc. (PRI), a leading firm providing engineering and environmental due diligence consulting to the lending industry. As managing director, she served as the primary liaison to the secondary mortgage market including Fannie Mae and Freddie Mac.

In 2000, she joined National Assessment Corporation (NAC) as a Principal, where she focused on multifamily lending and continued to participate in development of industry standards.

In 2002, she managed all domestic operations of LandAmerica Assessment Company and LandAmerica Valuation Corporation. In 2007 she was selected to participate in LandAmerica's Leadership Academy, an executive program run in conjunction with the Robins School of Business at the University of Richmond.

Ms. Clindinning is a member of the Mortgage Bankers Association, the Commercial Mortgage Securities Association, and Vistage International.

Andrew Brownstein
Chief Financial Officer & General Counsel

Andrew Brownstein has extensive experience in the transactional marketplace. Prior to GRS Group, he was the Senior Vice President of International Services for LandAmerica Financial Group, responsible for all Company operations outside of the US, with over 150 employees in 7 countries. Prior to 2007, he was the Senior Vice President of Corporate Development at LFG, where he closed over 30 transactions exceeding $300 million in transaction value.

Prior to LFG, Mr. Brownstein was a Vice President at Colonnade Capital, LLC, a private equity firm with over $100 million under management. There he negotiated and executed investments in the manufacturing, service and media industries, deploying capital in transactions valued in excess of $200 million. Prior to that, Mr. Brownstein was an Associate in the corporate department at the law firm of McGuire Woods and an analyst at both Financo and Drexel Burnham Lambert in New York.

Mr. Brownstein is a member of the Virginia State Bar and received his law degree and B.A. from the University of Virginia.

GRS GROUP

Local Knowledge | Global Perspective

+1 800 477 2731

www.GRS-Global.com

Los Angeles
New York
San Francisco
Chicago
San Diego
Phoenix
Atlanta
Richmond
Dallas
Frankfurt
London

GRS

GROUP

LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

Introduction

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

GRS Group is a leading provider of commercial real estate services.

- As a global affiliation of independent commercial real estate services firms with over 600 professionals on 3 continents we are able to provide expert local real estate advice wherever our clients need us.

- Operational synergy, speed of action and the ability to apply a global perspective to a local situation.

- We attract, develop and reward the best and most diverse people in our industry, challenging them to develop enduring client relationships built on quality service, collaboration and trust.

Service Groups

- Assessment
- Title Insurance
- Financial Advisory
- Energy Management
- International

Office Locations

GRS GROUP

LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

Office Locations:

New York | Chicago | Richmond | Atlanta | Dallas | Phoenix | San Francisco | Los Angeles | Irvine | San Diego | London

Geographic Experience

GRS GROUP

LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

US Offices:

New York | Chicago | Richmond | Atlanta | Dallas | Phoenix | San Francisco | Los Angeles | Irvine | San Diego

Europe – Asia Offices:

London | Frankfurt | Berlin | Munich | Nuremberg | Stuttgart | Tokyo

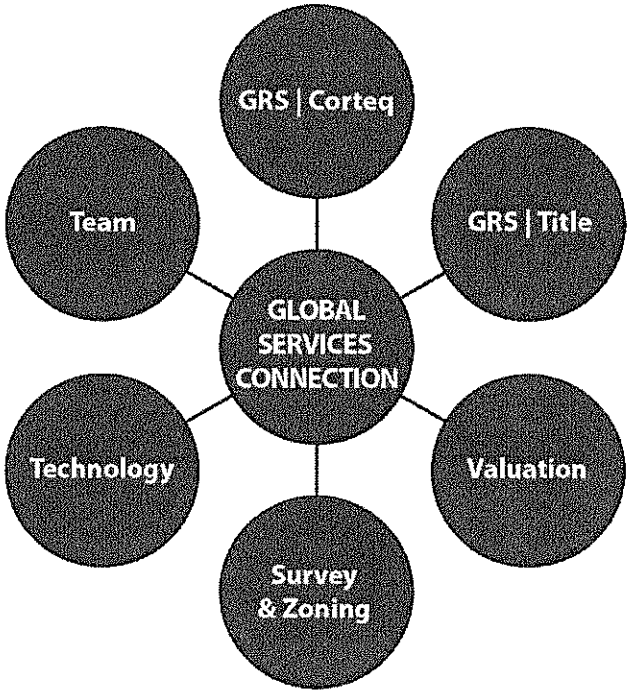
Global Services Connection ("GSC") Overview

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

The **GLOBAL SERVICES CONNECTION™** is GRS Group's proprietary project process and delivery technology that enables us to manage all aspects of complex commercial real estate transactions--regardless of size or geographic dispersion.

KEY FEATURES

- Single point of contact
- Veteran relationship managers
- Integrated suite of services
- Local industry experts
- Global reach
- Efficiency and economies of scale



GRS Group has completed over 10,000 transactions, on three continents, with a total asset value exceeding $72 Billion

Global Services Connection ("GSC") ALTA/ACSM Survey

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

An ALTA/ACSM Survey is is the most comprehensive of all surveys. It's used to determine property lines, locate improvements, identify easements, utilities, and many other conditions affecting the property.

GRS Group is a proud member of the American Land Title Association.
All GRS Group survey reports are written to the ALTA standard.

American Land Title Association
Protecting the American Dream Since 1907

GRS Group's GSC Partner for ALTA Survey is GRS | Republic National

GRS GROUP REPUBLIC NATIONAL SURVEY

GRS | Republic National provides commercial surveying in all fifty states.

Experts in larger, multi-region or multi-state portfolios. Consistent, color coded, interactive survey maps provide easier review for title insurers and attorneys.

Global Services Connection ("GSC") Zoning

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

The Purpose of Zoning is to allow Counties and local jurisdictions to guide growth and development in harmony with current and future land use and to protect health, safety, appearance, and prosperity.

GRS Group's GSC Partner for Zoning is Massey Consulting Group

GRS GROUP | MASSEY CONSULTING GROUP
ZONING

Massey is among the industry's top Zoning Due Diligence providers.

Massey operates in all 50 states and Canada

Massey's seasoned team has been involved in writing zoning reports since the industry's inception.

Global Services Connection ("GSC") Valuation/Appraisal

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

The Purpose of Valuation is to estimate the value of commercial real estate—land and buildings on that land—before it's sold, mortgaged, taxed, insured, or developed.

GRS Group's GSC Partner for Valuation is GRS | Crown Appraisal

GRS GROUP | Crown Appraisal VALUATION

GRS | Crown Appraisal's experience spans all property types.

GRS | Crown Appraisal is a national leader in Commercial Real Estate Valuation. All in-house staff.

GRS | Crown Appraisal has immediate access to the latest in market, sales, demographic data, and research for every major market in the US.

GRS GROUP TITLE INSURANCE

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

TITLE SERVICES

- Commercial Title Insurance
- Owner / Lender Policies
- Title Searches
- Closing Document Review
- Closing & Escrow Services
- Recording Services

Authorized Agent

Fidelity National Title Insurance Company

CHICAGO TITLE

First American Title

Commonwealth

GRS GROUP CORTEQ ASSESSMENT

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

ASSESSMENT SERVICES

- Property Condition Reporting
- Environmental Site Assessment
- Seismic Risk
- Appraisal/Valuation
- Construction Advisory
- ALTA Survey & Zoning

GRS GROUP CORTEQ ASSESSMENT

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

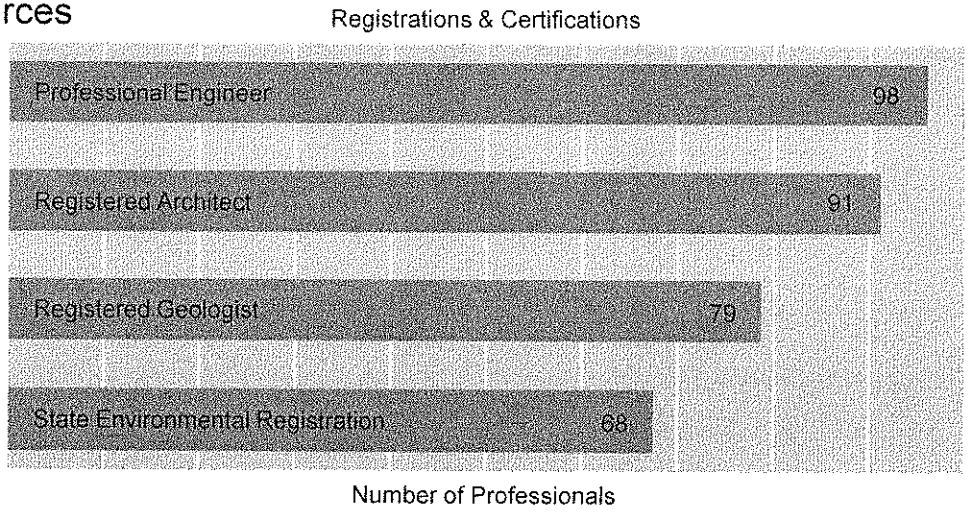
Advanced Qualifications

Degrees

Architecture
Finance
Chemical Engineering
Geology
Construction Management
Natural Science
Environmental Engineering
Structural Engineering
Urban Planning
Environmental Science
Chemistry
Geological Engineering
Construction Engineering
Mechanical Engineering
Energy Environmental Policy
Physics
Environmental Management
Water Resources
Biological Science
Forestry
Civil Engineering
Industrial Engineering
Electrical Engineering
Petroleum Engineering
Environmental Health
Technology

Registrations/Certifications

Professional Engineer
Certified Professional Estimator
Registered Geologist
Registered Architect
General Building Contractor



GRS GROUP CORTEQ ASSESSMENT

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

Environmental & Property Condition Assessments conducted in accordance with ASTM Standards

- Nationwide Assessment Teams
  Coverage in all states
- Experienced in all Property Types
  Commercial, industrial, multi-family
- Approved by Major Lenders
  Banks, investment funds, capital companies
- Private Equity, M&A Experience
  Customized scopes based on project needs

GRS GROUP | CAPITAL AND PROVINCIAL

UNITED KINGDOM

GRS GROUP

LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

In the United Kingdom, and with specialist knowledge of building technology and construction, **GRS | Capital & Provincial** provides extensive coverage throughout the UK, Ireland, and Europe.

UK OFFICE SERVICES

- Project Management
- Owner Representation
- Quantity Surveying
- Dilapidations
- Property Condition Reporting
- Environmental Site Assessment

GRS GROUP | CENTAUR
FINANCIAL ADVISORS

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

GRS | Centaur has extensive experience developed through years in the commercial real estate investment and finance markets working with a full spectrum of business owners/operators, major balance sheet lenders, securitization programs, institutional investors and mortgage servicers.

FINANCIAL ADVISORY SERVICES

- Real Estate Capital Solutions
- Asset Feasibility Studies
- Asset/Loan Portfolio Analysis
- Cash Flow Analysis
- Acquisition/Disposition
- Lease Restructuring
- Cost Segregation

GRS GROUP TI CON
ENERGY MANAGEMENT

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

GRS | Ti-Con is a vendor-independent specialist for LED lighting solutions in the industrial, commercial and public sector. We optimize lighting, energy efficiency and your carbon footprint

ENERGY MANAGEMENT SERVICES

- Energy Management Solutions
- Energy & Lighting Audits
- Implementation & Installation
- Maintenance & Inspection
- Energy Savings Reporting
- Project Financing

Notable Past Transactions

GRS GROUP
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

USD $1.3 Billion
Property: 34-site portfolio
Location: 13 States

Type: CTNL Portfolio Refinance for a publically traded REIT

Underwriter: Lawyers Title

Services:
Title Insurance, Escrow/Closing

€1 Billion
Property: 207-site truck dealerships

Location: Japan

Type: Sale Leaseback

Client: Daimler AG/Credit Suisse

Services:
Environmental & Engineering

USD $1.8 Billion
Property: 190 sites
Location: 11 States

Type: Assisted living facility acquisition with mezzanine financing

Underwriter: Lawyers Title

Services:
Title Insurance, Survey Coordination, Escrow/Closing

USD $174.6 Million

Property: 6-site multifamily

Location: Florida

Lender: Pillar/Guggenheim

Services:
Title Insurance, Environmental, PCA's, Escrow/Closing, Document Recording

USD $1.3 Billion
Property: 98 Shopping Centers

Location: 14 States

Type: Sale for an international Shopping Center developer

Underwriter: Commonwealth Land Title

Services:
Title Insurance, Escrow/Closing

€360 Million

Property: Siemens Real Estate Headquarters and Retail Park, 425,000 square meters

Location: Munich, Germany

Type: Acquisition

Services:
Environmental & Engineering

USD $62.5 Million
Properties: Former Hostess Plants and outlets
Location: 140 sites nationally

Type: Pre/sale and pre-acquisition commercial/industrial

Clients: Hostess Brands and Hackman Capital Partners

Services:
Environmental, Engineering and Seismic

USD $450 Million

Property: 27 site multifamily
Location: NC, GA, VA, NV

Lender: Confidential

Services:
Title Insurance, Escrow/Closing, Document Recording

Clients

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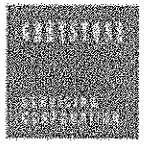
LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE



GRS GROUP

LOCAL KNOWLEDGE | GLOBAL PERSPECTIVE

GRS GROUP CORTEQ
ASSESSMENT

GRS GROUP TITLE
INSURANCE

GRS GROUP CENTAUR
FINANCIAL ADVISORS

GRS GROUP CAPITAL AND PROVINCIAL
UNITED KINGDOM

GRS GROUP TI CON
ENERGY MANAGEMENT

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Virginia Title Insurance Rate Table

Amount of Insurance			Owners	Lenders
0	-	100,000.00	3.90 / 1,000	2.90 / 1,000
100,00.01	-	500,000.00	390 + 3.40 / 1,000 over 100,000	290 + 2.40 / 1,000 over 100,000
500,00.01	-	1,000,000.00	1,750 + 3.00 / 1,000 over 500,000	1,250 + 2.00 / 1,000 over 500,000
1,000,00.01	-	2,000,000.00	3,250 + 2.00 / 1,000 over 500,000	2,250 + 1.50 / 1,000 over 500,000
Over 2,000,00.00			Contact your title agent	
Minimum Premium			$100	$120
Simultaneously Issued Owner's and Loan Policies - add $100 Reissue Policies less than ten years old - 30% discount				

Page written April 23, 2008, Last update May 2, 2008

Virginia Title Insurance Web Page Return to the Virginia Title Insurance Web Site

COMMONWEALTH OF VIRGINIA

JACQUELINE K. CUNNINGHAM
COMMISSIONER OF INSURANCE
STATE CORPORATION COMMISSION
BUREAU OF INSURANCE

P.O. BOX 1157
RICHMOND, VIRGINIA 23218
TELEPHONE: (804) 371-9741
TDD/VOICE: (804) 371-9206
www.scc.virginia.gov/boi

June 11, 2014

GRS TITLE SERVICES LLC
901 E BYRD ST
SUITE 1100
RICHMOND VA 23219

Re: Verification of RESA Renewal

Dear Sir or Madam:

This letter confirms receipt of the documents to fulfill the renewal requirements of RESA. Your RESA certificate is attached and is renewable in 2016.

Please be advised all insurance coverage's must be maintained continuously as long as you are conducting settlements on Virginia property.

Please review the Unauthorized Practice of Law (UPL) guidelines at http://www.vsb.org/site/regulation/upl-guidelines-for-real-estate-settlement-agents.

If you have any questions, please contact the RESA Investigations Section at (804)371-9465.

Sincerely,

Martha Washington-Lynch

Martha Washington-Lynch
Examiner
RESA Investigations Section
Agent Regulation & Administration Division

ID:128205

Commonwealth of Virginia

Bureau of Insurance

Issues this Real Estate Settlement Agency
Certificate to

GRS TITLE SERVICES LLC

as a Registered Real Estate Settlement Agency

Effective this 1st day of July 2014

Jacqueline K. Cunningham
Commissioner of Insurance