



Office of Central Procurement  
1100 Bank Street ~ Suite 724  
Richmond, Virginia 23219  
Email: [procurement@dgs.virginia.gov](mailto:procurement@dgs.virginia.gov)

**MODIFICATION #5  
TO  
CONTRACT DGS-140825-PTE  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
AND  
PRIORITY TITLE & ESCROW**

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 Priority Title & Escrow, hereinafter referred to as "Contractor," relating to Contract DGS-140825-PTE 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-PTE.

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

**Reference:** Contract DGS-140825-PTE 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 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-PTE 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**

**PRIORITY TITLE & ESCROW**

**COMMONWEALTH OF VIRGINIA**

BY: David Nadzam

BY: Niniekwe M. Harris

NAME: David Nadzam  
(PRINTED)

NAME: Niniekwe M. Harris, VCA  
(PRINTED)

TITLE: Chief Operations Officer

TITLE: Contracting Officer

DATE: 7-29-2019

DATE: 7/29/19

**ATTACHMENT A  
TO  
CONTRACT DGS-140825-PTE  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
AND  
PRIORITY TITLE & ESCROW**

***Services and Pricing Schedule***

***PRICING EFFECTIVE AUGUST 20, 2019***

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

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

<b>Item</b>	<b>Description of Service</b>	<b>Cost (Not to Exceed)</b>
A.	Title Insurance Rate Schedule	\$4.68 per M \$
B.	Endorsement/Extra Hazard Fee	10%
C.	Title Examination	\$100.00 per hour
D.	Document Copies	\$2.00 per page
E.	Title Commitment	\$100.00
F.	Settlement and Escrow Services	\$1,500.00



DEPARTMENT OF  
GENERAL SERVICES

# COMMONWEALTH of VIRGINIA

## 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 #: TO BE ISSUED AT TIME OF AWARD	2. IFB #: EKB-2014-0626	3. Date Issued: JUNE 26, 2014	4. Due Date / Time: AUGUST 5, 2014 02:00PM EST
For Information Contact: Ebony K. Beaver, VCO, VCA via email at: <a href="mailto:ebony.beaver@dgs.virginia.gov">ebony.beaver@dgs.virginia.gov</a> <b>NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE</b>			
5. ISSUING OFFICE: Department of General Services Central Procurement Unit (CPU) 1100 Bank Street, Suite 724 Richmond, Virginia 23219		6. SHIP TO: 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: Priority Title & Escrow eVA Vendor ID or DUNS #: 198234697  
Address: 582 Lynnhaven Pkwy Ste 201 State Corporation Commission ID #: 51398850  
City/State/ZIP: Virginia Beach, VA 23452 Fax No.: 757-431-1001  
Signature: [Signature] Cell No.: 757-319-9028  
Printed Name: Joseph Lamontagne Email: JLamontagne@prioritytitleva.com  
Title: President / CEO  
Telephone No.: 757 431-1001  
Contractor's TIN: 20-1987007

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

### AWARD

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

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.

## Contents

I. PURPOSE.....	2
II. SCOPE OF WORK (SOW).....	2
III. BID RESPONSE INSTRUCTIONS .....	5
IV. OPTIONAL PRE-BID CONFERENCE.....	5
V. MANDATORY GENERAL TERMS AND CONDITIONS.....	7
VI. MANDATORY SPECIAL TERMS AND CONDITIONS .....	14
VII. METHOD OF PAYMENT .....	18
ATTACHMENT A.....	A1
<i>Bid Pricing &amp; Registration Certification Sheet</i>	
ATTACHMENT B.....	B1
<i>Ordering Instructions</i>	
ATTACHMENT C.....	C1
<i>Sample Scope of Work (SOW) Template</i>	
ATTACHMENT D.....	D1
<i>Virginia State Corporation Commission (SCC) Form</i>	
ATTACHMENT E.....	E1
<i>Geographical Services Chart</i>	
ATTACHMENT F.....	F1
<i>Vendor Data Sheet</i>	
ATTACHMENT G.....	G1
<i>Bidder Checklist</i>	

## 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 throughout the Commonwealth via purchase, exchange, condemnation, proffer, gift, lease, conveyance or otherwise. The predominant nature of the Services for these transactions will be the provision of title examination, 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 Authorized 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.

The Contractor shall furnish all labor, travel, and incidentals necessary to perform the Services described herein. The required Services may include, but shall not be limited to, one or more of the following tasks:

A. **Performing a title examination.** The Contractor may use prior title examinations or polices, in their discretion and at their own risk, but in any event the Contractor is responsible for conducting, at a minimum, a sixty-year title examination. Title will not be certified by the OAG or any outside attorney. Title examinations will be comprehensive, unless specified otherwise in the Scope of Work, and shall include, but not be limited to:

1. Parcel identification number
2. Legal description
3. Current assessment value
4. Current tax amount and status
5. Deed(s) / Chain of Title
6. Open mortgages
7. Mortgage related documents (e.g. assignments, subordinations)
8. List of documents found relating to partial rights to subject property during the time period searched (e.g. mineral rights, agricultural rights, life estates)
9. Open recorded judgments
10. Open recorded liens
11. Recorded probate documents
12. Recorded foreclosure filings
13. Bankruptcy filing(s)
14. Recorded easements and/or restrictions
15. All other properly recorded documents affecting the subject property
16. Notation of discrepancies found within search related documents

B. **Preparing and delivering a title report or title insurance commitment.** The title report or commitment shall include all encumbrances, such as outstanding mortgages, liens, covenants, restrictions, easements, and rights-of-way, applicable to the property and must identify any discrepancies about the property's boundaries.

The Contractor shall furnish revised reports or commitments in a timely manner at no additional cost, when it is determined that such reports or commitments require clarification or revision of form, facts, reasonable conclusions, and so forth. The commitment must agree to issue an owner's policy of title insurance in standard American Land Title Association ("ALTA") marketability of title format without exception to unfiled mechanics' and material men's liens.

When requested, Contractor shall provide an insured closing letter from the title insurance company issuing the title insurance policy. Any provision providing for binding arbitration shall be removed through endorsement. In preparation of such commitment, when DGS or an Authorized User is obtaining a survey, the Contractor shall cooperate and assist with the Authorized User's surveyor in preparation of such survey. All exceptions for easements or other like encumbrances upon the property must be specifically located on the survey provided by the Authorized User, if the location can be determined from the document. Similarly, if an existing recorded survey is being relied upon for the legal description, the Contractor must determine, when reasonably discernible from the document, whether an exception for an easement or other like encumbrance affects the property. In the event two or more parcels are to be conveyed by the same grantor, the commitment shall specifically recite whether such parcels are contiguous and shall clearly identify to which parcels any exceptions are applicable.

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](mailto: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](mailto: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](mailto: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](http://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](http://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](http://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](http://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](http://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](http://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](http://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 10<sup>th</sup> 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. **Confidentiality:** 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)
<b>1</b> <b>Bristol</b>	<p><b>Counties:</b> Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise and Wythe</p> <p><b>Cities:</b> Bristol, Norton</p> <p><b>Towns:</b> 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</p>	Include: _____  Exclude: _____ _____ _____ _____
<b>2</b> <b>Salem</b>	<p><b>Counties:</b> Bedford, Botetourt, Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski and Roanoke</p> <p><b>Cities:</b> Bedford, Galax, Martinsville, Radford, Roanoke and Salem</p> <p><b>Towns:</b> 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</p>	Include: _____  Exclude: _____ _____ _____ _____
<b>3</b> <b>Lynchburg</b>	<p><b>Counties:</b> Amherst, Appomattox, Buckingham, Campbell, Charlotte, Cumberland, Halifax, Nelson, Pittsylvania and Prince Edward</p> <p><b>Cities:</b> Danville, Lynchburg</p> <p><b>Towns:</b> Altavista, Amherst, Appomattox, Brookneal, Charlotte Court House, Chatham, Dillwyn, Drakes Branch, Farmville, Gretna, Halifax, Hurt, Keysville, Pamplin City, Phenix, Scottsburg, South Boston and Virgilina</p>	Include: _____  Exclude: _____ _____ _____ _____

<p><b>4</b> <b>Richmond</b></p>	<p><b>Counties:</b> Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George  <b>Cities:</b> Colonial Heights, Hopewell, Petersburg and Richmond  <b>Towns:</b> Alberta, Ashland, Blackstone, Boydton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, Mckenney, South Hill and Victoria</p>	<p>Include: _____  Exclude: _____  _____  _____  _____</p>
<p><b>5</b> <b>Norfolk</b></p>	<p><b>Counties:</b> Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville.  <b>Cities:</b> Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg  <b>Towns:</b> 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</p>	<p>Include: _____  Exclude: _____  _____  _____  _____</p>
<p><b>6</b> <b>Fredericksburg</b></p>	<p><b>Counties:</b> Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland  <b>Cities:</b> Fredericksburg  <b>Towns:</b> Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone</p>	<p>Include: _____  Exclude: _____  _____  _____  _____</p>
<p><b>7</b> <b>Culpeper</b></p>	<p><b>Counties:</b> Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Orange and Rappahannock  <b>Cities:</b> Charlottesville  <b>Towns:</b> Columbia, Culpeper, Gordonsville, Louisa, Madison, Mineral, Orange, Remington, Scottsville, Stanardsville, The Plains, Warrenton and Washington</p>	<p>Include: _____  Exclude: _____  _____  _____  _____</p>
<p><b>8</b> <b>Staunton</b></p>	<p><b>Counties:</b> Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren  <b>Cities:</b> Buena Vista, Covington, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester  <b>Towns:</b> 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</p>	<p>Include: _____  Exclude: _____  _____  _____  _____</p>

<p style="text-align: center;"><b>9 Northern Virginia</b></p>	<p><b>Counties:</b> Arlington, Fairfax, Loudoun and Prince William  <b>Cities:</b> Alexandria, Fairfax, Falls Church, Manassas and Manassas Park  <b>Towns:</b> Clifton, Dumfries, Hamilton, Haymarket, Hemdon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna</p>	<p>Include: _____  Exclude: _____  _____  _____  _____</p>
-----------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

**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. <b><u>Contractor Info</u></b> - Complete Contractor Offer information on cover page. <b>Signature Required</b>	_____ Initial
2. <b><u>Pricing and Registration Certification</u></b> - Complete Bid Pricing and Registration Certification on <u>Attachment A</u> .	_____ Initial
3. <b><u>State Corporation Commission</u></b> – <u>Attachment D</u> . Complete required information. <b>Signature Required</b>	_____ Initial
4. <b><u>Geographic Services Chart</u></b> – <u>Attachment E</u> . Complete Attachment and specify ALL areas to be <u>included</u> or <u>identify any locations to be EXCLUDED</u> .	_____ Initial
5. <b><u>Vendor Data Sheet</u></b> – <u>Attachment F</u> . Complete required information. <b>Signature Required</b>	_____ Initial
6. <b><u>Statement of Qualifications</u></b> –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 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 \$ 468 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 \$ 100 per hour.
- D. Document Copies. The fee for document copies shall not exceed \$ 2 per page.
- E. Title Commitment. The fee for preparing and delivering a title report or commitment shall not exceed \$ 100.
- F. Settlement and Escrow Services. The fee for settlement and escrow services shall not exceed \$ 1500.

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: Joseph LaMontagne

Registration Number: 501234

Registering Authority:  
 State Corporation Commission  
 Virginia State Bar  
 Virginia Real Estate Board

Signature: 

Printed Name: Joseph LaMontagne

Title: EO / President

Name of Business/Proprietorship: PRIORITY Title Escrow

Date: 7/8/2014

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: 51398850

-OR-

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

-OR-

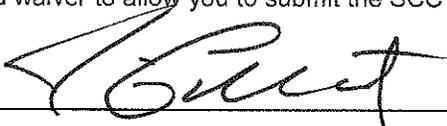
is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance 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: Joseph LaMontagne  
Title: President / CEO  
Name of Firm: Priority Title & Escrow  
Date: 7/8/2014

\* 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	<p><b>Counties:</b> Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise and Wythe</p> <p><b>Cities:</b> Bristol, Norton</p> <p><b>Towns:</b> 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</p>	<p>Include: <u>          K          </u></p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
2 Salem	<p><b>Counties:</b> Bedford, Botetourt, Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski and Roanoke</p> <p><b>Cities:</b> Bedford, Galax, Martinsville, Radford, Roanoke and Salem</p> <p><b>Towns:</b> 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</p>	<p>Include: <u>          K          </u></p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
3 Lynchburg	<p><b>Counties:</b> Amherst, Appomattox, Buckingham, Campbell, Charlotte, Cumberland, Halifax, Nelson, Pittsylvania and Prince Edward</p> <p><b>Cities:</b> Danville, Lynchburg</p> <p><b>Towns:</b> Altavista, Amherst, Appomattox, Brookneal, Charlotte Court House, Chatham, Dillwyn, Drakes Branch, Farmville, Gretna, Halifax, Hurt, Keysville, Pamplin City, Phenix, Scottsburg, South Boston and Virgilina</p>	<p>Include: <u>          K          </u></p> <p>Exclude: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

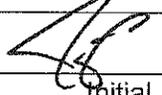
<p>4 Richmond</p>	<p><b>Counties:</b> Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, New Kent, Nottoway, Powhatan and Prince George  <b>Cities:</b> Colonial Heights, Hopewell, Petersburg and Richmond  <b>Towns:</b> Alberta, Ashland, Blackstone, Boydton, Brodnax, Burkeville, Chase City, Clarksville, Crewe, Kenbridge, La Crosse, Lawrenceville, Mckenney, South Hill and Victoria</p>	<p>Include: <u>    K    </u>  Exclude: _____  _____  _____  _____</p>
<p>5 Norfolk</p>	<p><b>Counties:</b> Accomack Isle of Wight, James City, Northampton, Southampton, Surry, Sussex, York and Greensville.  <b>Cities:</b> Chesapeake, Emporia, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg  <b>Towns:</b> 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</p>	<p>Include: <u>    K    </u>  Exclude: _____  _____  _____  _____</p>
<p>6 Fredericksburg</p>	<p><b>Counties:</b> Caroline, Essex, Gloucester, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland  <b>Cities:</b> Fredericksburg  <b>Towns:</b> Bowling Green, Colonial Beach, Irvington, Kilmarnock, Montross, Port Royal, Tappahannock, Urbanna, Warsaw, West Point and White Stone</p>	<p>Include: <u>    K    </u>  Exclude: _____  _____  _____  _____</p>
<p>7 Culpeper</p>	<p><b>Counties:</b> Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Orange and Rappahannock  <b>Cities:</b> Charlottesville  <b>Towns:</b> Columbia, Culpeper, Gordonsville, Louisa, Madison, Mineral, Orange, Remington, Scottsville, Stanardsville, The Plains, Warrenton and Washington</p>	<p>Include: <u>    K    </u>  Exclude: _____  _____  _____  _____</p>
<p>8 Staunton</p>	<p><b>Counties:</b> Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah and Warren  <b>Cities:</b> Buena Vista, Covington, Harrisonburg, Lexington, Staunton, Waynesboro and Winchester  <b>Towns:</b> 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</p>	<p>Include: <u>    K    </u>  Exclude: _____  _____  _____  _____</p>

<p><b>9</b> <b>Northern</b> <b>Virginia</b></p>	<p><b>Counties:</b> Arlington, Fairfax, Loudoun and Prince William  <b>Cities:</b> Alexandria, Fairfax, Falls Church, Manassas and Manassas Park  <b>Towns:</b> Clifton, Dumfries, Hamilton, Haymarket, Herndon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna</p>	<p>Include: <u>    <i>K</i>    </u>  Exclude: _____  _____  _____  _____</p>
---------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------



## 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. <b>Contractor Info</b> - Complete Contractor Offer information on cover page. <b>Signature Required</b>	 _____ Initial
2. <b>Pricing and Registration Certification</b> - Complete Bid Pricing and Registration Certification on <u>Attachment A</u> .	 _____ Initial
3. <b>State Corporation Commission</b> – Attachment D. Complete required information. <b>Signature Required</b>	 _____ Initial
4. <b>Geographic Services Chart</b> – Attachment E. Complete Attachment and specify ALL areas to be <u>included</u> or <b>identify any locations to be EXCLUDED</b> .	 _____ Initial
5. <b>Vendor Data Sheet</b> – Attachment F. Complete required information. <b>Signature Required</b>	 _____ Initial
6. <b>Statement of Qualifications</b> –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.**

# **Technical and Management Proposal**

in response to

HUD Solicitation Number: EKB-2014-0626  
Title Exams and Related Services

for geographic area of

**State of Virginia**

submitted by

## **Priority Title & Escrow LLC**

582 Lynnhaven Parkway  
Virginia Beach, VA 23452  
757- 431-1001

## **Prepared by and Point of Contact**

Joseph LaMontagne, President  
757- 431-1001  
Fax: 757- 431-0515  
jlamontagne@prioritytitleva.com

07/08/14

## **Factor 1    Prior Experience**

### **Subfactor A        HUD Closing Experience**

Contractor has performed all of the closing activities that are necessary on HUD owned properties, as well as FHA sales and single family real property sales. All of these require a title search and exam, tax search, collection of association bills, sewer and water bills, coordination with lenders for HUD and closing approvals, prompt process of funds, closing and recordation services, and sending a complete closing package to the seller. Each activity above has been performed on all transactions processed by contractor. Furthermore, we have coordinated with HUD's closing agent and asset manager to complete the activities for several settlements in the past. Since 2009 we have seen an increase in the purchase of foreclosed properties. Currently one in five purchase transactions processed by our firm is either a foreclosure or a short sale. Prior to 2009 our exposure was one in thirty.

Once a closing is performed, we have the ability to process money and closing documents with unmatched speed and accuracy. We have several processes in place that allow us just in time processing of every real estate transaction. First our recordings are prepared and ready to record the day before funding. By doing this, the documents are picked up by 8:30 am 2 hours before the industry standard 10:30 am pickup time. We do this to insure accuracy and timely recording of documents. In counties that accept electronic recordings, we are approved to submit online recordings. Second, we require all monies prior to closing. Wires and certified bank checks are the only forms of money accepted. Wires are credited to our account immediately and checks are deposited through Rynoh our check imaging software. This is a service provided by our bank which allows us to deposit any type of check without going to the bank and have immediate access to funds brought by certified check.

### **Subfactor B & C        Volume and Geographic Coverage**

Contractor has closed orders at the volume and in the geographic area commensurate with the estimated quantities in the solicitation, as illustrated in the following table.

## Factor 2 Technical and Management Approach

### Subfactor A Compliance

We are currently in compliance with Virginia and West Virginia License Requirements.

To conduct business in the State of Virginia, a title insurance producer must be licensed. Virginia Section 38.2 Statutes, creates the title insurance producer licensing requirement: *"A person shall not sell, solicit, or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority under sections 38.2-100."*

To conduct business in the State of Virginia, a title insurance producer must also be an agent of a title insurance company that is authorized and licensed to transact the business of insuring titles to interests in real property in these states. Specifically, Virginia Statutes, Section 6.1-2.20 *"a licensed insurance agent shall not engage in the business of insurance with an insurer unless the agent"*

Virginia Statute § 38.2-4601.1. **Title insurance agency or agent defined.**

A "title insurance agency or agent" means any individual or business entity licensed in the Commonwealth, pursuant to Chapter 18 (§ 38.2-1800 et seq.) of this title, as a title insurance agent and appointed by a title insurance company licensed in the Commonwealth, who shall perform all of the following services (for which liability arises) relevant to the issuance of title insurance policies, subject to the underwriting directives and guidelines of the agent's title insurance company. These services shall include (i) the evaluation of the title search to determine the insurability of the title; (ii) a determination of whether or not underwriting objections have been cleared; (iii) the actual issuance of a title commitment or binder and endorsements; and (iv) the actual issuance of the policy or policies and endorsements on behalf of the title insurance company. A title insurance agent holding any funds in escrow shall promptly deposit such funds in a trust account in a financial institution licensed to do business in this Commonwealth. Such trust account shall be separate from all other accounts held by the agent.

The term "title insurance agent" includes title insurance agencies and agents under the definition set forth in Virginia.

To be in compliance with Virginia State licensing regulations, Contractor must have in place a Virginia agency license, a Virginia appointment with a Virginia licensed title insurance company :

**Agency License** for Priority Title and Escrow, LLC., is license number **102374**. Virginia and West Virginia National Producer Number is 8345747 and the license is currently active with a renewal date of December 31, 2012.

**Licensed Title Insurance Producer** for Priority Title and Escrow, LLC. is Joseph LaMontagne with license number **501234** and his **National Producer Number is 815210**. Mr. LaMontagne's Virginia license is currently active with a renewal date of December 31, 2014.



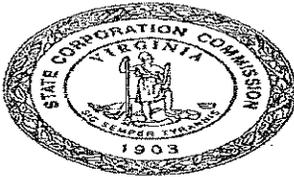
STATE CORPORATION COMMISSION

Richmond, December 15, 2004

This is to certify that the certificate of organization of

Priority Title & Escrow, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: December 15, 2004



State Corporation Commission

Attest:

Joel H. ... Clerk of the Commission

COMMONWEALTH OF VIRGINIA



ALFRED W. GROSS COMMISSIONER OF INSURANCE STATE CORPORATION COMMISSION BUREAU OF INSURANCE

P.O. BOX 1157 RICHMOND, VIRGINIA 23218 TELEPHONE: (804) 371-9631 TDD/VOICE: (804) 371-9206 http://www.state.va.us/scc

January 5, 2005

PRIORITY TITLE & ESCROW LLC 1413 FIVE HILL TRAIL VIRGINIA BEACH VA 23456

CERTIFICATION

This is to certify that PRIORITY TITLE & ESCROW LLC is licensed to sell, solicit, and negotiate contracts in Virginia for the following:

TITLE

At this time, there is nothing in the licensee's file that would, in our opinion, preclude the licensee from becoming licensed in other jurisdictions.

Visit our website for an explanation of the classes of insurance covered under the major license types: http://www.state.va.us/scc/division/boi/webpages/boiproducer.htm

ID: 20-1987007 Printed Date: January 5, 2005

Alfred W. Gross Commissioner of Insurance

# COMMONWEALTH OF VIRGINIA

ALFRED W. CROSS  
COMMISSIONER OF INSURANCE  
STATE CORPORATION COMMISSION  
BUREAU OF INSURANCE



P.O. BOX 1157  
RICHMOND, VIRGINIA 23218  
TELEPHONE: (804) 371-9631  
TDD/VOICE: (804) 371-9266  
<http://www.state.va.us/sec>

September 10, 2004

JOESPH JOHN LAMONTAGNE  
2917 COUPLES CT  
VIRGINIA BEACH VA 23456

## LICENSE

### TITLE INSURANCE

This is to certify that the above-named agent has been granted this license to sell, solicit and negotiate title insurance under the provisions of Article 3, Chapter 18, Title 38.2 of the Code of Virginia, and is entitled to be appointed as an agent to transact the business of insurance on behalf of Title insurers licensed in the Commonwealth of Virginia pursuant to Chapter 46 of Title 38.2 of the Code of Virginia.

This license shall be effective from its date of issue, and shall remain in effect until surrendered, terminated, canceled, suspended, or revoked.

FAILURE BY THE LICENSEE NAMED ABOVE TO SECURE A VALID APPOINTMENT BY March 12, 2005, (OR THE NEXT BUSINESS DAY THEREAFTER IF THIS DATE IS DURING A WEEK-END OR HOLIDAY) WILL RESULT IN THIS LICENSE BEING CANCELLED.

Licensee is currently in compliance with all applicable Virginia Continuing Education requirements through December 31, 2004.

ID: T67-28-4453  
Printed: September 10, 2004

License Type: 033

  
Commissioner of Insurance

## Subfactor A Compliance (continued)

- i) Contractor affirms that it has carefully read the requirements of the statement of work and affirms that there is no impediment to our providing all of the required services in the work statement.

Contractor is one of the most efficient companies in the industry, delivering full service title and escrow services. Our team has developed a unique system since 2005 when our company opened for business, which allows us to provide faster turnaround times than competitors. Our current work flow provides 1-3 days turnaround on processing times which is below industry standard of 3-5 days. We also boast a 2 hour turnaround time for rush files needing to close in the same day as the order was received.

Contractor provides closing agent services on a daily basis and the process has been refined over the years to produce a quality product that ensures customer satisfaction. Contractor uses robust, current technology and hard earned skills to tailor processes to meet individual requirements of customers. All requirements as stated in the work statement will be used to define a process specific to HUD transactions.

The Proform settlement software by Softpro Corporation used by Contractor enables flexible and fast service while enhancing security and return times. Proform software enables us to keep the customer up to date on the order's progress and to deliver promptly and efficiently. Remote Access will be available to the GTR and GTM.

- ii) Contractor affirms that it is currently *staffed and equipped*, and has a functional office in a location appropriate for the clients to fulfill the terms of the SOW and will be able to do so no later than 10 days after contract award. Contractor has ongoing operations that will incorporate unique processes to facilitate an easy transition from the previous contract award recipient.

- a) *Office location:* Corporate offices are at: 582 Lynnhaven Pkwy Suite 201, Virginia Beach, VA 23452. Additional closing office locations are listed in section *iv* below.  
*Office hours* are 7:30 a.m. to 5:30 p.m. Monday through Friday, except for holidays aligned with those in this Solicitation.

*Customer service* is readily available by toll free telephone or email to promptly resolve issues.

*Staffing:* The support staff necessary to support this contract are employed by the Contractor today and some of their resumes appear in Factor 4. The office is fully *staffed* with personnel, supplies and equipment necessary to provide real estate property sales closing services for Virginia single family properties.

The office staff includes experienced title searchers, closers, legal, accounting and IT personnel. The office staff includes the *Key Personnel*, which also lists their level of commitment. Each is available to a greater degree as contract volumes demand. Their qualifications include experience combining 30+ years of title experience. As needed, Contractor can access bi-lingual resources to facilitate closings.

*Closing* staff resumes appear in Factor 4. Four closers are on staff today. Their average commitment to this contract is 70%.

*Title search* staff do on-line searches and contractors drive to remote county court houses to search titles. For Counties that are not online, We have built a database of licensed and insured abstractors we contract to complete those orders. The three title searchers average commitment to this contract is

30%

*Legal* staff is readily available to all other staff to advise on title issues and legal requirements to ensure we are in compliance with all federal and state regulations. Having legal counsel on-site ensures that the most difficult title issues are resolved quickly.

*Accounting* staff is on-site and monitor all incoming wires on a real time basis. Our unique RYNOH software notifies the contract manager immediately once a wire is received then a file can be approved for disbursement when all title conditions have been cleared. Our Accounting staff along with our RYNOH software reconciles accounts on a daily basis to ensure they are balanced and all funds are accounted for.

- b) The inventories of supplies are monitored by staff and replenished as needed. All office equipment is functional and well maintained. Supplies and equipment are readily available for staff use to make daily operations efficient.

Features imbedded in Proform software, allows staff to ensure that we produce a quality product quickly. 'Order Tracking' allows Contractor staff to track the order throughout the closing process. These process points indicate the status of the file at any point in the process and can easily initiate follow-up or corrective action. Order Tracking ensure's that we will meet all deadlines and requirements efficiently.

Contractor has the ability to receive orders electronically through website, phone, fax or email. Customers are able to submit orders in a manner that is best suited to their organization. Contractor has its own staff of in-house title searchers and examiners which allows us to produce quality title searches within 4 hours in all counties where public records are available on-line.

Upon receipt of contract award, Contractor will immediately establish an *escrow account*.

- iii) *Wet funding* has been standard operating procedure at the contractor and no special procedures need to be added. Multiple escrow accounts exist and are balanced and audited regularly to meet all requirements of our title insurance underwriter.

Offerer will interact and provide notices to all the parties involved in the transaction (homebuyers, real estate agents, mortgage lenders, third party title companies and other service contractors under contract to HUD) in a timely, effective and thorough manner to ensure that the closing takes place on time and that every sale is wet funded. Checklists and timetables will be prepared and personnel designated to conduct HUD closings will be trained in the process, which includes:

- 1) Opening closing files and depositing earnest money
- 2) Reviewing the sales contract and addressing any discrepancies
- 3) Checking on-line county records to see what title company closed the transaction prior to acquiring the property to see if title evidence exists in the form of an Abstract of Title or prior Owners Title Insurance Policy
- 4) Ordering title search and/or communicating with third-party title companies to do so
- 5) Reviewing the title commitment and addressing and resolving any title issues
- 6) Preparing pre-closing package and forwarding it for approval and signature
- 7) Verify any rental monies due and obtain any pertinent invoices including but not limited to HOA dues and/or fees, taxes, assessments, utilities and lien payoffs
- 8) Preparing an accurate and timely HUD-1 and submitting for approval and signature

Contractor has a staff of experienced closers. They have closed and funded over 10,000 real estate transactions. Furthermore, they are required to attend 16 hours of continuing education each year to remain well versed in the title and closing process and possess the necessary organizational,

communication and people skills necessary to perform closings in a professional, accurate and effective manner. Through proper communication and dissemination of information to all parties involved in the transaction, through adherence to the task checklist and timetables and through training of all personnel closing transactions, all closings will table fund.

- iv) Contractor maintains an office in the metro area as listed below. For greater VA closings we coordinate a mutually acceptable location with the buyer's realtor. Often it is the realtor's office, but it may be an attorney's office or the buyer's title company.

It has been our experience that none of the parties are charged for use of these offices for a closing.

All files are opened and entered in the Proform title order processing application system on our server. This makes file information electronically available real-time, anywhere in the country via a virtual private network over the Internet. A closer needs Internet access along with their user ID and password to access closing documents to conduct a closing. Where Internet access is not available closing documents will be overnighted the day before to ensure the closing's success. Thus, closing locations can be anywhere in the country.

All closers are compensated through the agreed upon settlement fee charged on the HUD form.

- a) This location enables us to meet the location and travel requirements of the contract.

**Priority Title & Escrow, LLC(Corporate Headquarters)**  
582 Lynnhaven Pkwy, Suite 201  
Virginia Beach, VA 23452

---

## **Subfactor B      QC Plan**

### **Tools to Insure Timeliness**

**Requirement:**      *Identification of the tools or methods the Contractor will use to ensure all required time frames in the contract are met.*

The following software applications and information technology systems support PT business processes.

- **Proform — Settlement software**  
Integrated title software application for tracking, ordering, closing and recording.
- **Rynoh Transaction Management**  
Accounting software to manage escrow operating checking accounts
- **Property Records On-line Ordering**  
Applications at each county for property, tax and bankruptcy records
- **Microsoft Exchange Email Server and Active Directory**  
Internally managed email system
- **Digital Telephone System**  
One common system is used in all offices across the country, including home offices, so staff sharing is simplified
- **Microsoft Terminal Server and Remote Desktop Connection**

All employees can connect from home or other Internet connected locations with specified hardware, virtual private network protocol and user authentication. This maximizes accessibility for telecommuting, traveling or in cases of illness, pandemic or outages.

### Quality Control Review System

**Requirement:** A QC review system covering all of the service requirements listed in this work statement. It shall specify the requirements to be reviewed on either a scheduled or unscheduled basis, how often reviews will be accomplished, and the title of the individual(s) who will perform the reviews.

It shall also specify how records of all reviews conducted by Contractor/subcontractor personnel will be maintained, including documentation of corrective action taken when reviews reveal discrepancies, and where those records will be maintained to ensure availability of access to HUD personnel throughout the term of the contract.

The Quality Control Plan matrix below specifies when, how and who will perform QC actions.

Tracking of quality control review actions is recorded in the *QC Review Log* file located on the network file server \\xxxx\QualityControlPlan-Review.xls. This document is accessible to the contracting officer on our Office Live Workspace collaboration site. It is accessible to most employees with read-only rights to enhance common understanding and process improvement.

Reviews are conducted by the Contract Manager and exception results are recorded in the *QC Review Log*. Through these reviews, customer service and other channels, errors are identified and corrective actions are recorded in the Issues Log which is reviewed by the management team periodically to monitor progress in completing corrective actions.

PT monitors organizational performance by reviewing reports from Proform which compare actual performance against programmed standards that meet the performance specifications in the contract. Standards are enforced by "scheduled tasks notifications" defined in the Proform System which controls the work flow of all closing order related processes.

Exceptions on individual orders are tracked with *Order Tracking* type notes in Proform.

### Subcontractor Compliance

**Requirement:** *The methods for selecting responsible subcontractors and monitoring their performance. Include copies of actual or proposed subcontract agreements, including all required FAR clauses that will flow down to the subcontracts.*

**Subcontracting.** *Any subcontractor providing services under this contract must either be identified in the technical submission or approved in writing by the Contracting Officer prior to any performance by the subcontractor. The subcontractor shall not have a negative performance history or be suspended or otherwise prohibited from doing business with the Government. The Contract shall be solely responsible for all performance under this contract, including services performed by subcontractors. The selection of a subcontractor shall not violate any conflict of interest provision contained herein.*

Subcontractors are selected based on past performance, convenience and price. Past performance is tracked on previous orders in Proform. Ranking is assigned based on timeliness and accuracy. When the next new order arrives, it is assigned to the highest ranking available vendor, subject to user over ride.

Other than title searchers and mobile notary closers, no subcontractors have been used or contemplated as of 7/08/14.

### Internal Controls

**Requirement:** *Adequate internal control measures to insure that:*

- (A) *Case files and file documents are managed and controlled to prevent any loss of documents or disclosure of purchasers' personal information to unauthorized third parties; and*
- (B) *Funds received and paid out are properly and timely managed and cases are timely reconciled.*

#### **Records Maintenance and Safeguarding of Personally Identifiable Information (PII)**

(i) *Throughout the entire life of the contract the Contractor shall maintain a system of record keeping that will ensure documents are:*

- (A) *Properly and promptly filed upon receipt;*
- (B) *Not lost or misplaced;*
- (C) *Easily and promptly retrieved upon request by the Contracting Officer, or any other authorized person; and*
- (D) *Maintained securely and with complete confidentiality.*

(ii) *The Contractor shall retain a complete record of each closing, keeping all information confidential...*

(iv) *The Contractor is responsible for implementing adequate safeguards to insure such PII is not made available, where intentionally or unintentionally, to parties not involved in the sale of property to the purchaser... including employees.*

(vi) *The Contractor shall retain all pertinent records ... for a period of three years after contract expiration.*

(vii) *...after three years, the Contractor shall destroy such records in a manner that ensures that PII is properly safeguarded.*

All order documentation is stored digitally in Proform and is accessible directly from each order. All related documents are scanned and not stored as paper. The Proform database is backed up every business day. Proform servers are on-site, off-site and redundant. The Contracting Officer can access all order information electronically with their own user account or be sent documents digitally or as paper. Confidentiality of files is maintained with flexible and granular access control.

(x) *Minimum records to be maintained include:*

- (E) *Bank Statements and proof of deposits for the required escrow account;*
- (F) *Proof of wire transfer of proceeds;*
- (G) *Canceled checks for disbursements (including the property address and notation of types of expenses);*
- (H) *A log of all payments received, recorded separately showing the FHA case number, date, amount, purpose, and if payment was made at closing or outside of closing); and*
- (I) *Copies of each document related to the closing performed.*

**Requirement:** *Funds received and paid out are properly and timely managed and case files are reconciled timely.*

The closing ledger is balanced, reconciled and reviewed by a second closer for accuracy before funds are disbursed.

The closing ledger is balanced, reconciled and reviewed by a second closer for accuracy before funds are disbursed.

All closings are table funded, meaning all payments related to the sale of the property are completed before or during the signing of title transfer documents.

The escrow account is reconciled daily by accounting, which maintains a separation of duties standard.

**Requirement:** *Deeds are delivered to the proper government entity for recording within the required time frame.*

Upon same or next day return of signed closing documents, staff sends documents for recording to the County Recorder's office. Evidence of the sending and the signed deed are scanned and attached to the order in Proform.

**Requirement:** *High customer service standards will be maintained at all times.*

The Contract Manager monitors performance reports and satisfaction surveys to gain early notice of any quality issues. This occurs daily during the startup phase and relaxes to weekly as consistency is proven.

Customer Service staff are separate from the closing office staff and are empowered to alert managers to service issues. PT strives to create a "how can we do it better?" culture where mistakes are opportunities to refine the process. Learning is promoted, blaming is avoided.

### Customer Service

**Requirement:** *Because the Contractor's performance reflects directly on the Department, customer service is a priority under this contract. The Contractor shall work to perform the highest level of customer service to homebuyers and real estate brokers.*

Customer satisfaction surveys will be used to evaluate the Closing Agent's and the AM's performance from the perspective of the purchaser and the real estate broker. At a random sample of closings, the Contractor will provide the Homeowner Satisfaction Survey to the purchaser and the Real Estate Broker Satisfaction Survey to the real estate broker.

Results of surveys are maintained by the Proform system and are retrievable by running standard or custom reports, either of which can specify various parameters like time period, county, vendor, etc.

Documentation of corrective action will be maintained by notes associated with specific orders in the Proform system, which can be made remotely accessible to HUD personnel electronically with user account authentication or in printed reports.

### Conflict of Interest

**H-5 Requirement:** *Conflicts of interest are prevented or eliminated with little or no government intervention.*

*If the Contractor performed any work or had involvement in the legal work related to the foreclosure action ... that resulted in acquisition of title to the property, performance of any title related work required under this contract shall be considered a conflict of interest, and the Contractor must not perform the title examination... However, the Contractor is not relieved from the responsibility of ensuring the services required are performed in conformance with contract requirements. ... the Contractor and key employees shall be employed by, or provide services to, the AM... The Contractor, employees and any affiliate, is expressly prohibited from purchasing state owned properties...*

Corporate counsel enters any work on a foreclosure property into the Proform system. If a closing order for the same address is received, Order Entry is alerted that a previous record exists. Order Entry notifies corporate counsel of the issue by placing a task in his work queue with a one day window to act. Counsel then reviews the facts and notifies the contracting officer if a conflict exists.

If the contracting officer validates the risk, PT contracts with another closing vendor to do the closing. To maintain quality, PT QC monitors the subcontractor's activities and must approve before closing.

## Subfactor C Funds Control

**Requirement:** *Prevention or elimination of the potential for fraud, waste, or abuse of and/or any funds received in the performance of the contract.*

- HUD-1s are reviewed by a second closer before closing.
- Closing ledgers must balance or Proform will not print checks.
- The escrow account is reconciled twice daily by Rynoh transaction Management software.
- Access to the PT network requires user authentication and usage of a virtual private network enforced by internal firewalls
- Proform and accounting applications require user authentication; with periodic password changes and have user access rights limited to least privilege
- Users with access rights to escrow accounts is severely limited
- Bank accounts are restricted to two accounting employees and use of physical tokens and secure IDs
- Positive Pay on checking accounts insures that the bank will not honor checks which we have not electronically forwarded prior to cashing the paper check
- Wires transfer rights are severely limited to a dual approval process on a secure website which requires a strong password and physical token issued by the bank

To insure timely delivery and safeguard of sale proceeds, we are proactive in the funding of our files. Some steps we take to insure this are listed. First we accept wires and bank certified checks for closing. When a wire is received, we are notified by email and by fax. When a check is received, it is deposited immediately through Rynoh, our check imaging and transaction software. This process is handled in our funding department so that access to the check funds is immediate. Also, wires are only initiated through a dual initiation process that requires the funder as well as the contract manager to approve each outgoing wire. This is a necessary safeguard so that we can insure all closing funds are allocated properly.

Once we know all the funds are available, we can disperse monies to all of the parties named on the HUD-1. The money is sent out in order from first to last, seller funds, agent funds, all other. Rynoh also allows us to be updated twice daily on all transactions initiated through the escrow account and all transactions that have cleared the escrow account. Furthermore, we employ a third party reconciliation service to reconcile all escrow accounts monthly. This allows an accounting to take place of all transactions in and out of the account. The daily accounting along with the monthly accounting insures that all escrow account transactions are 100% accounted.

**Requirement:** *The contractor's internal quality management includes identifying and correcting errors in processing requirements*

The process manager and the accounting manager review orders to confirm accuracy. Discrepancies are analyzed and corrected. These actions are inserted in the Issues Log for tracking and process improvement.

## Subfactor D Office Location

Our main office is located at 582 Lynnhaven Pkwy Ste 201, Virginia Beach, VA 23452. This is the office that will process all transactions for Virginia. It is centrally located in the Hampton roads region and is easily accessible by all clients and real estate agents. For all closings out of the area we will

employ licensed settlement agents in conjunction with a Contractor's closer on conference call to represent the client at closing. These out of area transactions will be held at a mutually agreed upon location and time.

Maintaining high quality is a high priority. Staff to workload ratios are set to maintain it. One closer can do about 720 closings per year. This varies by the amount of support provided by a closing assistant. As volumes vary seasonally, closer count remains stable while assistant count varies. This model holds expertise steady while capacity varies with volume.

Order volumes and performance levels are easily monitored by real-time standard reports from Proform.

## **Subfactor E      Flow Chart**

Business rule capture and enforcement via software automation will be the primary *strategy* of the Contractor to fulfill the contract requirements stated in Section C for timely and accurate completion of work assignments. Rather than relying on staff memories, checklists and stacks of paper, the ProForm system places orders in queues according to sequential processing steps to keep orders flowing efficiently and ahead of deadlines.

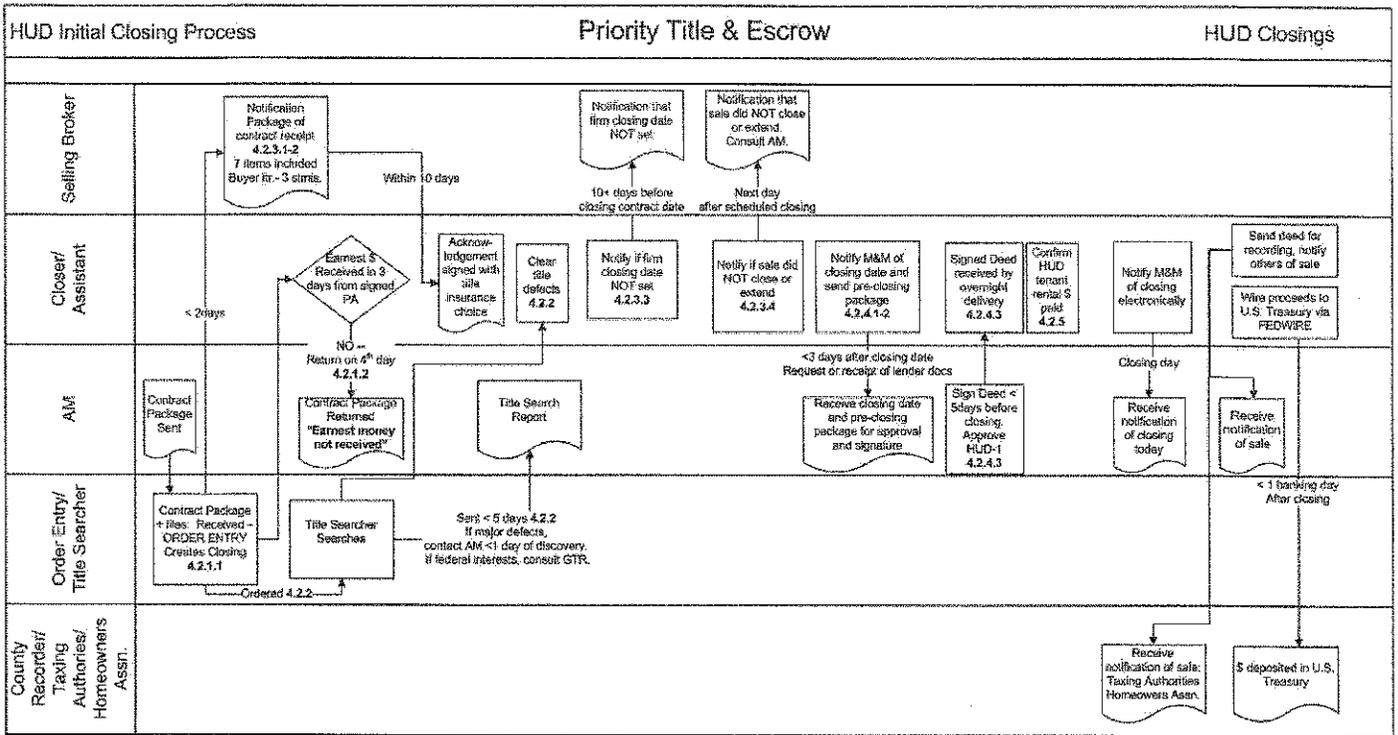
Secondarily, quality control via daily discipline and use of the quality control matrix provides human review and re-enforcement of business rules and best practices.

The two state geographic area will be serviced as follows: All processing for Virginia Closings, will be handled in our Virginia Beach Processing Plant. Closings will also be conducted from our Virginia Beach office location. For all other closings out of the Hampton Roads area, we will subcontract to our highly skilled, fully licensed and insured settlement agent and abstractor data base. We will settle on a mutual agreed upon location and time for each individual settlement.

Contractor uses overload staff to supplement the expertise and capacity of the core permanent staff to address seasonal or other changes in volume. Overload staff perform less complex tasks to free permanent staff to process tasks requiring higher skills.

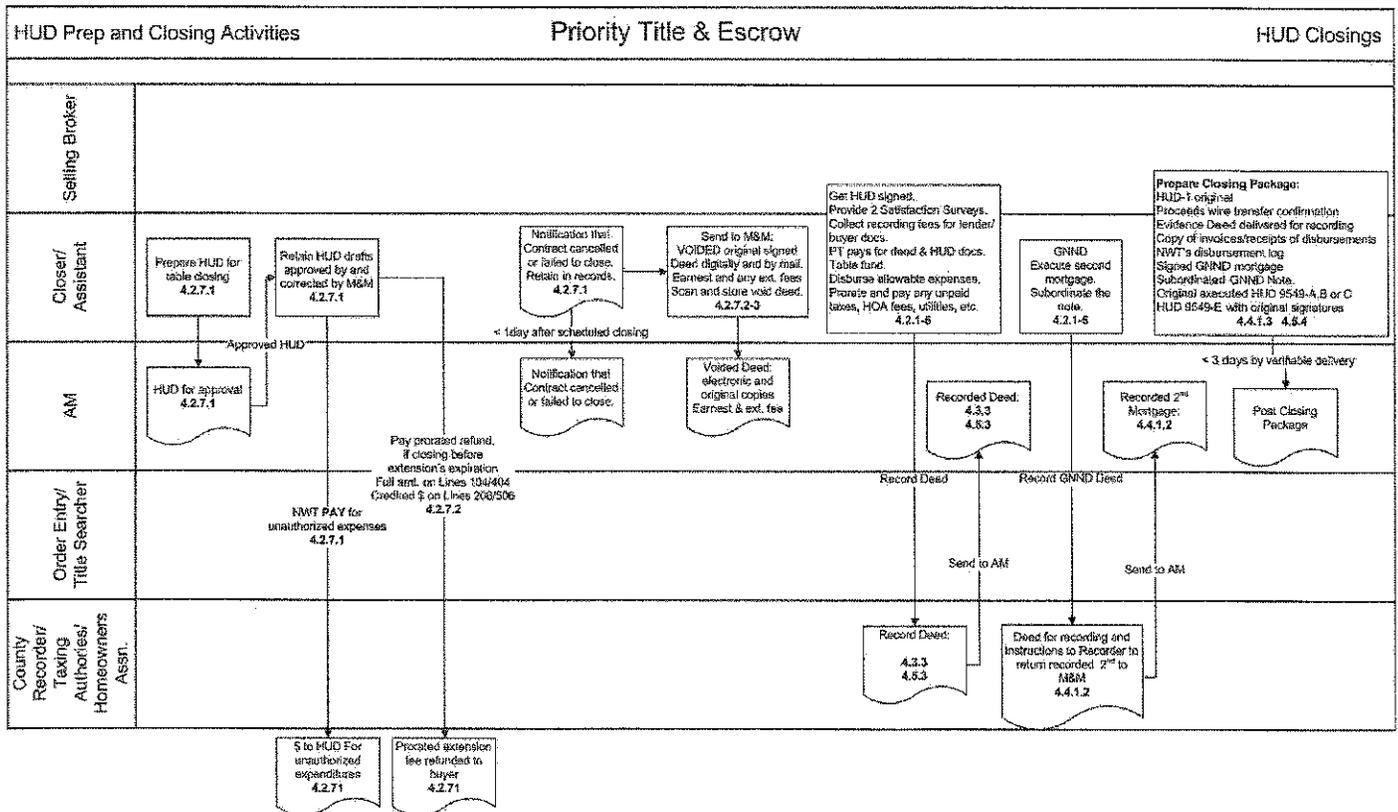
Six staff will work on orders. Contractor has arranged to hire experienced HUD closing agent staff to rapidly and expertly build the Contractor's team, system and capacity upon contract award. Staff learning to increase skill occurs via the most effective of any of several learning channels, including mentoring, on-the-job teaching, on-line content, computer based training, documentation and the classroom. Cross training is on-going and required of all employees to assure coverage during absences and turnover.

The following work flow diagrams illustrate the Contractor's awareness of the requirements, timelines and processes for closing orders. Each diagram covers who is to do what and when and the deadlines.



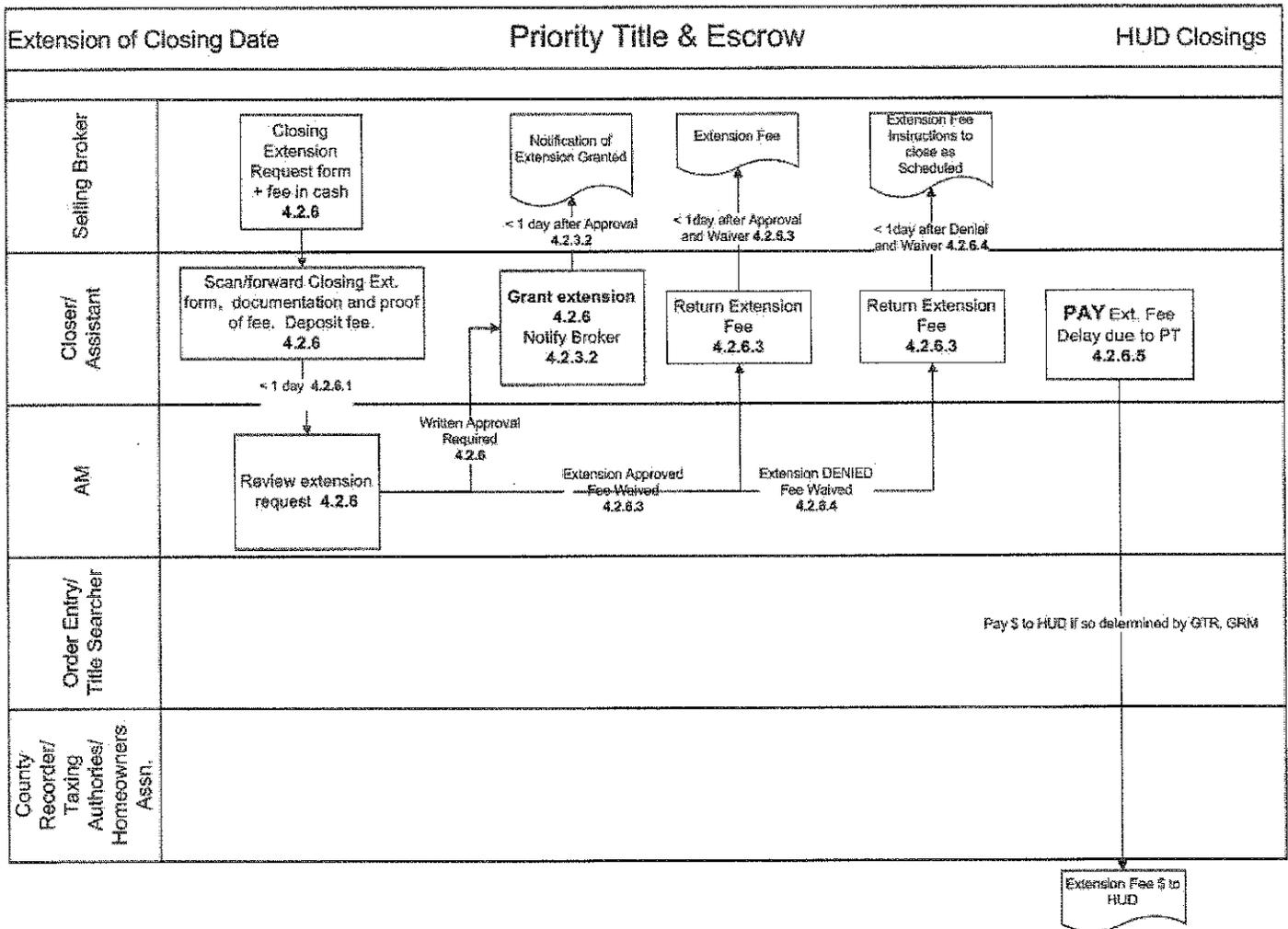
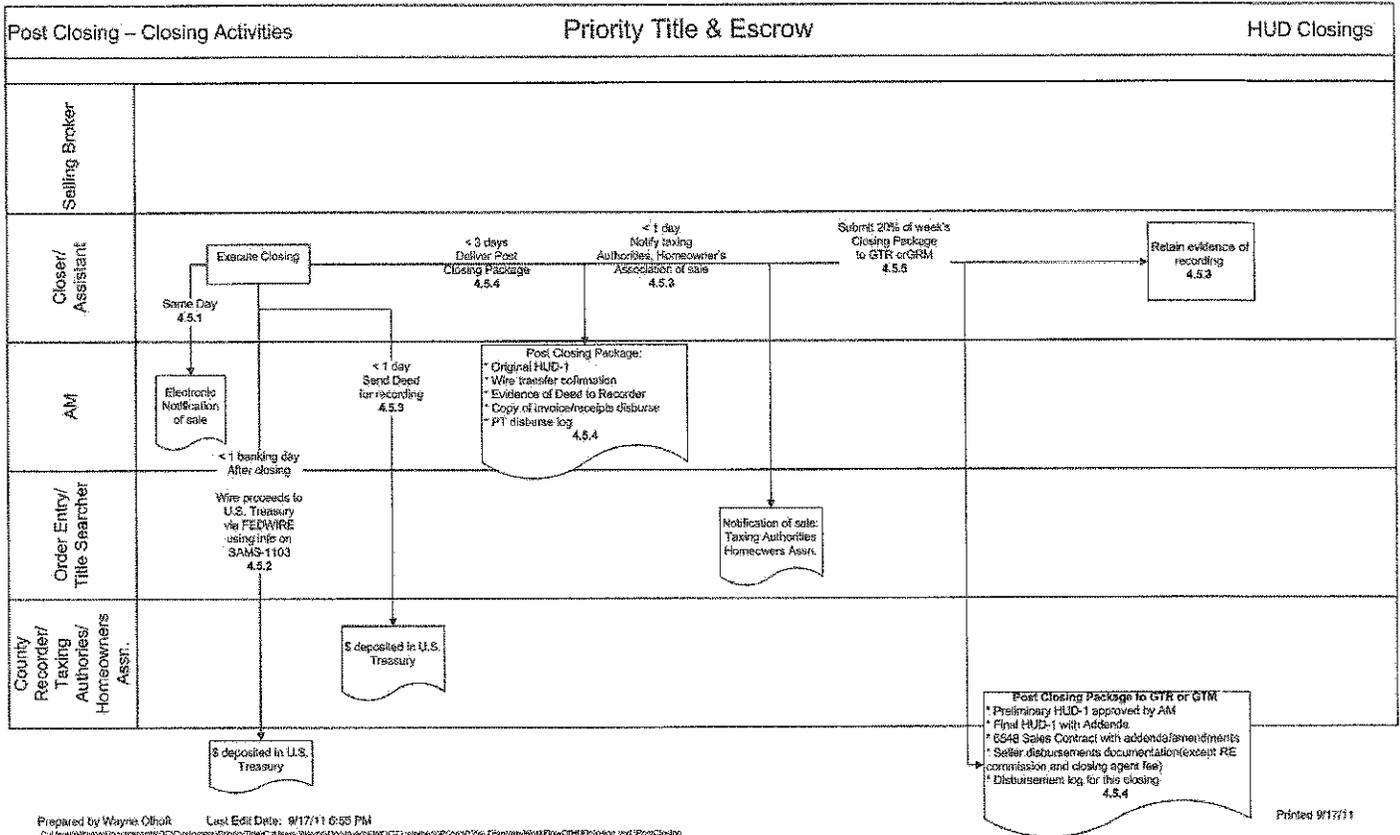
Prepared by Wayne Clift: Last Edit Date: 9/28/11 10:46 PM  
 C:\Users\Wayne\Documents\WCC\2011\Priority Title & Escrow\Wayne\Documents\WCC\Custom\Priority Title Diagram - HUD Initial Closing.vsd Wayne

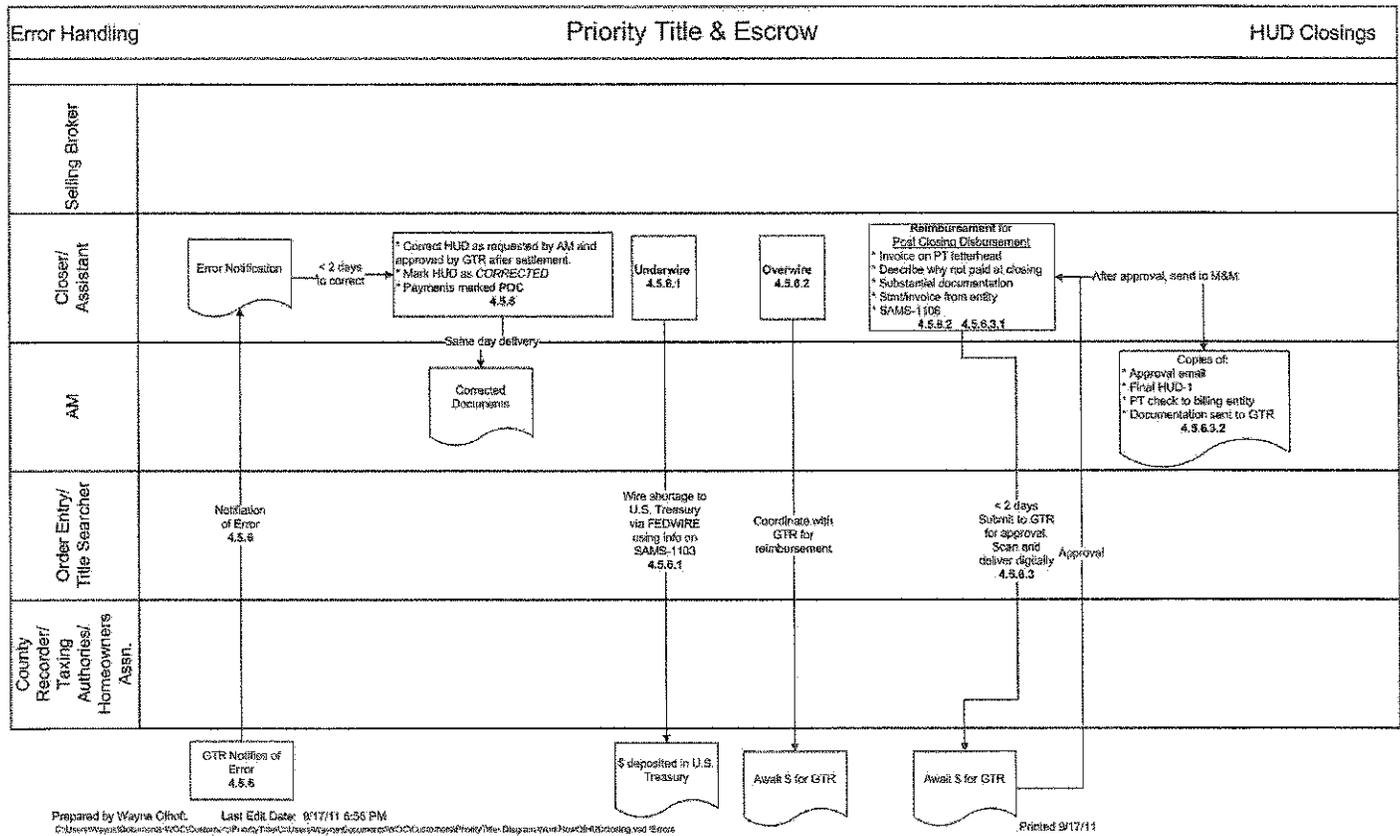
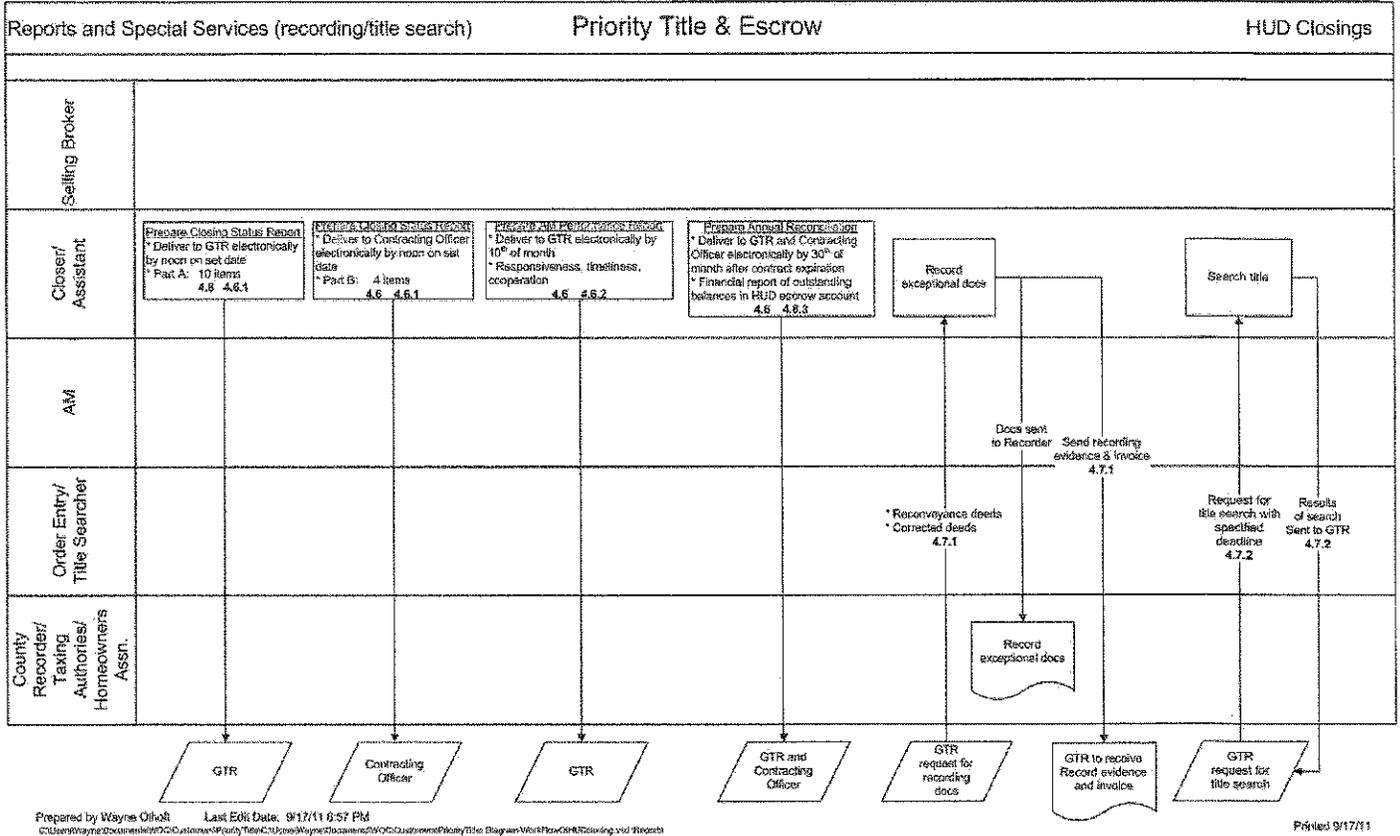
Printed 9/17/11

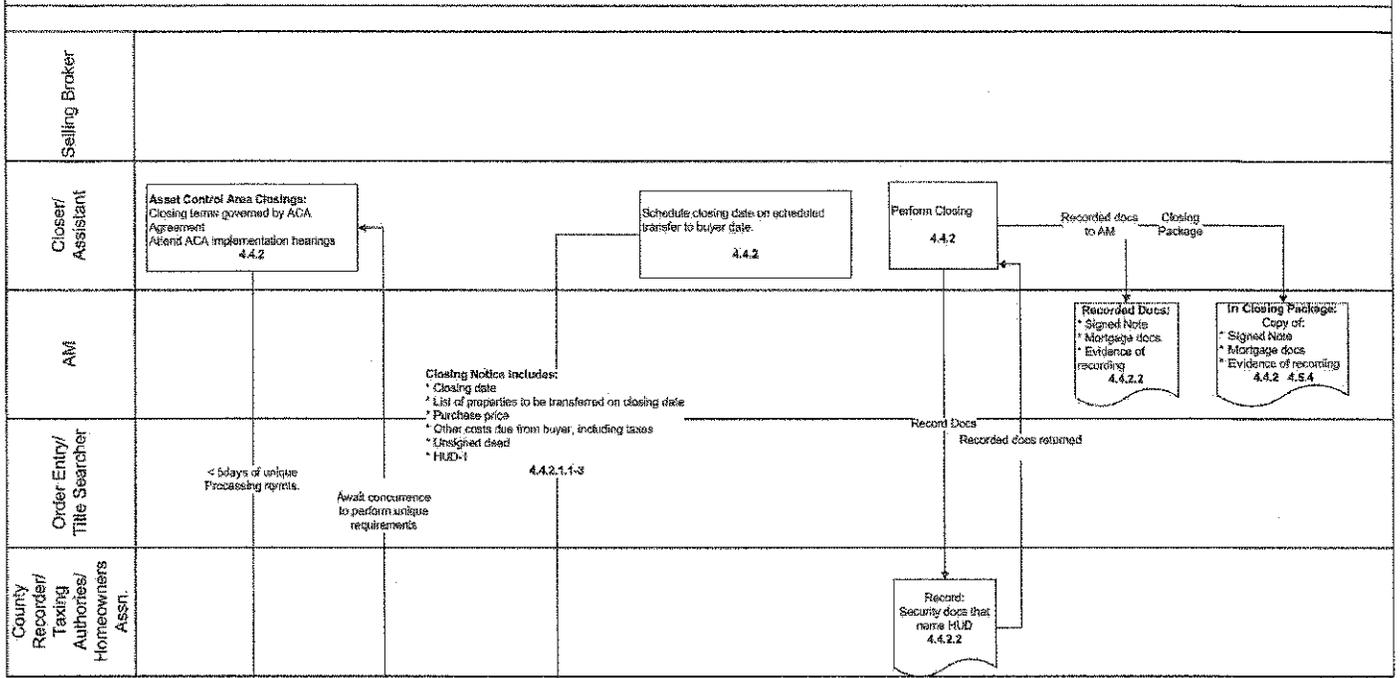


Prepared by Wayne Clift: Last Edit Date: 9/17/11 6:54 PM  
 C:\Users\Wayne\Documents\WCC\2011\Priority Title & Escrow\Wayne\Documents\WCC\Custom\Priority Title Diagram - HUD Prep and Closing.vsd Wayne

Printed 9/17/11







Notification to GTR: unique processing requirements 4.4.2

Notification to Buyer of closing 4.4.2

## Factor 4 Personnel Qualifications

### Subfactor A Qualifications - Key Personnel

Role	Name	Qualifications	% of time	Status
Contract Manager	Joe LaMontagne	Licensed producer, see resume	50	Employee
Quality Control Manager	Renee Monaghan	Licensed Producer, See resume	70	Employee
Accounting Manager	Bev Willis	See resume	70	Employee
Closer	Mike Steier	Licensed Producer, See resume	100	Employee

Contractor understands well the laws regulating real estate transactions in Virginia. Contractor has on its staff the following legal personnel:

Tariq Louka Esq- General Counsel

Mr. Louka graduated from the William and Mary School of Law in 2004. He has been admitted to practice in Virginia since that time. He handles all aspects of client litigation including, interviewing clients, researching complex legal issues involving corporate transactions, real estate settlements and disputes, creditor's rights, employment discrimination, contracts, criminal law, and family law disputes. He has conducted numerous bench and jury trials, hearings, depositions and mediations.

### Subfactor B Roles

#### Contract Manager Functions (CM):

The CM is the first point of contact for the CO. The CM monitors compliance with contract requirements and is responsible for resolving deficiencies.

#### QC Manger Functions (QM):

The QM has primary responsibility for execution of all QC functions in the QC Matrix. The QM monitors that QC tasks are completed and initiates corrective actions where necessary. The QM produces QC reports and evaluates content to detect trends, deficiencies, success and the effectiveness of corrective actions.

#### Accounting Manager Functions (AM):

The AM is responsible for meeting all accounting related contract performance requirements. This includes same day deposit of closing proceeds, reconciling accounts, monitoring HUD-1 accuracy and prompt correction of errors.

#### Closer Functions:

Closers prepare closing packages, perform closings, forward complete closing packages to the AM and send deeds for recording immediately after closing.

**Joseph J. LaMontagne**

509 55<sup>th</sup> St,  
Virginia Beach, VA 23451  
757-319-9028

*Resume*

## PROFESSIONAL EXPERIENCE

**2005-Present**                      **Priority Title & Escrow, LLC**

### **President/CEO**

- Created sustained order processing procedures to effectively supply customers with on time closing appointments
- Sat at the closing for over 5000 loans
- Underwrote over 6,000 real estate transactions
- Created Closing network of 300 nationwide title abstractors

**2002-2004**

### **Main Street Title & Escrow**

**Contact:** Bill May, Foundation Title And Settlement, 1520 N Wickham Rd,  
Melbourne FL 32935 321-591-4373

### **Manager**

- Closed 2000 Loans
- Underwrote 2300 real-estate transactions
- Created Closing network of 100 nationwide title abstractors
- Created Out of Area Closing team for more efficient and error eliminating closing procedures

## **Education**

### **BS in Business Administration**

- Focus in real estate finance
- 3.5 GPA
- Graduated with Honors
- 16 hours Continuing Education Every 2 years on title and escrow

## **Skills and Licenses**

**2004- Present**

### **Priority Title & Escrow**

- Underwriting License state of Virginia
- Underwriting License state of Florida
- Underwriting License state of West Virginia
- Underwriting License state of Maryland
- Underwriting License state of North Carolina
- Underwriting License state of Wisconsin
- Underwriting License state of Colorado
- Underwriting License state of Tennessee
- Familiar with Closing procedures for the entire 50 states
- Appointed through Fidelity National Title Insurance
- Priority Title is able to close loans in all 50 States

## **Michael B. Steier**

2233 Elder Road Virginia Beach, VA 23451

H: 757-226-8315 M: 757-615-2289 msteier@prioritytitleva.com

*Resume*

## PROFESSIONAL EXPERIENCE

**2010-Present**                      **Priority Title & Escrow, LLC**

**Vice President**

- Team lead for strategic planning and business development of future operations focused on creating new partnerships to achieve quarterly goals
- Work closely with customers, real estate agents, and mortgage companies to ensure high levels of customer satisfaction throughout the closing process
- Integrated customer service standards which have increase our performance survey positive feedback goals from 97% positive to 99% positive
- Closed nearly 1000 real estate transactions

**2006-2008**                      **Shaffer Title & Escrow, Virginia Beach, VA**  
**Contact:** Susan Shaffer, Shaffer Title 500 Baylor Ct, Chesapeake, VA 233320  
757-436-5959

**Branch Manager/Director of Marketing and Business Development**

- Developed Strategic partnerships with outside vendors to service 400 plus closings per month
- Was present to Close over 2000 real estate transactions
- Effectively cleared 200 title defects

**2005-2006**                      **Equity Title Co. Virginia Beach, VA**  
**Contact:** Stuart Held, Equity Title 200 Golden Oak Ct Suite 150, Virginia Beach, VA 23452 757-486-2919

**Director of Marketing and Business Development**

- Responsible for developing marketing campaigns to increase sales and establish affiliated business partnerships
- Developed Quality Control process to enhance customer service survey performance.
- Implemented and managed across-the board improvement in all facets of office operations, streamlining workflow, administration, statistical/financial reporting and customer support disciplines

**EDUCATION**

**Embry-Riddle Aeronautical University Daytona Beach, FL**

- BS in Business Administration April 1999 - Concentration: Airline Marketing/Management, CGPA: 3.54
- Cum laude; Major: 3.77

**SKILLS AND LICENSES**

- VA Title Insurance License
- Fidelity National Title Insurance Appointment
- VA Notary

**Symantec ACT!, SQL and SAS, Business Objects, Bloomberg Systems, and SoftPro**

**Renee Monaghan**

2529 Hunting Horn Way • Virginia Beach, Virginia 23456  
757-426-9902

*Resume*

**PROFESSIONAL EXPERIENCE**

**2006 - Present**

**Priority Title & Escrow, LLC**

**Closing Manager/Title Abstractor**

- Responsible for developing procedures to enhance post-closing tasks.
- Excellent ability to prioritize and determine where immediate attention is needed
- Detailed knowledge of title and curative phases and processes
- Prepared documents for nearly 5,000 real estate transactions.
- Completed over 4000 title searches
- Cleared over 1500 title defects
- Created database of creditors and direct contact info to expedite future title defects
- Oversee closing operations in excess of 200 closings per month.
- Extensive knowledge of Soft Pro software with ongoing continuing education annually

**2004 – 2005**

**Fidelity National Title Insurance Company, Virginia Beach, VA**

**Contact:** Carol Hare, 272 Bendix Rd Ste 240, Virginia Beach, VA 23462  
**757-412-2966**

**Title Assistant**

- Completed over 1000 title searches
- Maintained database of 50 title abstractors to outsource title searches not in an online database.

**2002 – 2004**

**Independent Contractor, Wilmington, NC**

**Data Entry Operator**

- Responsibilities included: search courthouse records to enter on a laptop — worked completely independently and effectively completed work as required

**EDUCATION**

- High School Diploma 1998 Salem High School, Virginia Beach, VA
- Graduated with Honors
- Continuing education Every 2 years

## ***Capability Statement***

### Areas of Expertise

- Commercial and Residential Real Estate Closing Services
- Title Insurance Underwriting
- Title Searches
- Escrow Services

### Locations of Priority Title & Escrow LLC

- 582 Lynnhaven Parkway, Virginia Beach, VA 23452

### Expertise

- We have over 40 years of Real Estate Closing experience from single family homes to office buildings. We cover all 50 states.
- Joseph LaMontagne, President/CEO, 4 year college degree in finance with a focus in Real Estate
- Mike Steier, Vice President, Sales Manager, 4 year college degree in Finance
- Priority Title & Escrow has been in business since 2005.

### Codes

- NACIS: 519190, 523991, 524127, 541191, 531390, 541120
- Cage: 575K3
- Duns: 198234697
- EIN: 20-1987007
- Certified Small Business
- LLC

### Current Customers List Supplied

- OVM Financial
- TowneBank
- ReMax First