

**CONTRACT DGS-210630-RPB
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
RPB TITLE, LLC.**

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THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
RPB TITLE, LLC.**

1. SCOPE OF AGREEMENT

This is an agreement ("Agreement" or "Contract") between the Commonwealth of Virginia, Department of General Services ("Commonwealth", "Customer" or "DGS") and RPB Title LLC. ("Contractor" or "RPB Title"), a Virginia corporation having its principal place of business at 510 King Street, Suite 307, Alexandria, VA 22314 for the provision of Title and Escrow Services ("Services") pursuant to the Commonwealth's Request For Proposal RFP #JCT-2020-0709 dated July 9, 2020 (the "RFP") and the Contractor's proposal, dated July 31, 2020 in response thereto.

Following completion of this Agreement, the Commonwealth shall issue eVA Orders to Contractor to provide services in accordance with the "Services and Pricing Schedule", attached hereto and incorporated herein.

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, the Commonwealth shall submit orders directly with Contractor through the Commonwealth's central electronic procurement website, as delineated with all ordering instructions herein.

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "services" shall include all documentation established and settled in the performance of Contract Services, in printed form, and produced or provided pursuant to this Contract, or any Order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The document comprising this Agreement, and their order of precedence in case of conflict, is the Contract DGS-210631-RPB consisting of terms and conditions labeled 1 through 44, including all Attachments hereto. The foregoing document represents the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. TERM

The Contract period will be for one (1) year from service commencement date as reflected on Attachment A, entitled "Services and Pricing Schedule" attached hereto and incorporated herein. All Orders and related documents shall survive the period of performance stated in this section until all Orders (executed prior to the expiration date of the Contract) have been completely performed.

4. RENEWAL OF CONTRACT

Following the Initial Term this Contract may be renewed upon the written mutual agreement of both parties for four (4) successive one (1) year periods, under the terms of the current Contract and with reasonable (approximately 90 days) written notice given prior to the expiration of the then current term.

5. PRICE ADJUSTMENT

At its sole discretion, the Commonwealth may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The Contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: a) 3% of the Contract pricing for the prior term, or; b) the Contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Services" category of the Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index for the latest twelve (12) months for which statistics are available (<http://www.bls.gov/news.release/cpi.t03.htm>.)

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contracting Officer. The Contracting Officer will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices.

"Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

ANY SUCH CHANGE IN PRICE SHALL BE SUBMITTED TO DGS IN WRITING IN ACCORDANCE WITH THE ABOVE.

6. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so denoted below,

or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000, whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or their authorized designee.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Procurement Director DGS
Office of Procurement Services
1100 Bank Street, Suite 724
Richmond, Virginia 23219-3639
Email: procurement@dgs.virginia.gov

CONTRACTOR

Amanda Hayes Rudolph
RPB Title LLC
510 King Street, Suite 307
Alexandria, VA 22314
arudolph@rpb-law.com

7. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

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

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, 2014, and after, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- B. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/Contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

8. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

9. 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 also be terminated by the Contractor, 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.

10. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. 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 for convenience.

11. ADDITION/DELETION OF SERVICES

This Contract may be modified in order to add and/or delete services as deemed necessary by the Commonwealth, which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so, as denoted herein under the section entitled "CHANGES/MODIFICATIONS." No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

12. VENDORS MANUAL

This contract 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 process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible

on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

13. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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.

14. ANTI-DISCRIMINATION

Contractor certifies 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 the requirements of this section.

- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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.

15. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or Subcontractor in connection with their proposal, 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.

16. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Applicable for all Contracts over \$10,000: 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.

17. DEBARMENT STATUS

By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods

and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the nondebarred vendor will be debarred for the same time period as the debarred vendor.

18. 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.

19. PAYMENT

A. To Prime Contractor:

- i. 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).
- ii. 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.
- iii. 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.
- iv. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- v. **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 resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. 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).

B. To Subcontractors:

- i. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor awarded a Contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - b. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - ii. 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.
- C. 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.
- D. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

20. 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, TERMS AND CONDITIONS, , AND 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 Contract, the Special Terms and Conditions shall apply.

21. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and

necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Contractor's physical facilities prior to award to satisfy questions regarding the Contractor's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

22. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

23. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. 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.
- B. 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:
 - i. By mutual agreement between the parties in writing; or
 - ii. 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

- iii. 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.

24. 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.

25. 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. If sales or deliveries against the Contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

26. INSURANCE

Contractor certifies that it will have and maintain the following insurance coverage at the time of Contract award and during the period of the Agreement. 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 Contractor further certifies that both it and any subcontractors will maintain this 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:

- A. 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.
- B. Employer's Liability - \$100,000.
- C. 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.
- D. 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.)

27. DRUG-FREE WORKPLACE

Applicable for all Contracts over \$10,000

During the performance of this Contract, the Contractor agrees to:

- A. provide a drug-free workplace for the Contractor's employees;
- B. 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;
- C. 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
- D. 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.

28. NONDISCRIMINATION OF CONTRACTORS

Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor 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.

29. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

30. CURRENCY

Unless stated otherwise, Contractor shall state prices in US dollars.

31. 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.

32. CONTRACTOR ACCESS TO COMMONWEALTH LOCATIONS

The Commonwealth shall grant to Contractor personnel such access to the Commonwealth locations as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The

Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

33. 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.

34. BANKRUPTCY

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the Commonwealth may immediately terminate this Contract on notice to Contractor, unless Contractor immediately gives the Commonwealth adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Contractor, and if this Contract has not otherwise terminated, then the Commonwealth may suspend all further performance of this Contract until Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Commonwealth and Contractor that this is an executory Contract. Any such suspension of further performance by the Commonwealth pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of the Commonwealth to pursue or enforce any of its rights under this Contract or otherwise.

35. BREACH

The Contractor shall be deemed in breach of this agreement if the Contractor:

- A. Fails to provide any service by the specified delivery date;
- B. Repeatedly fails to respond to requests for required service within the time set forth in this Agreement;
- C. Fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or
- D. Fails to provide a written response to the Commonwealth Show Cause Notice within ten

(10) days after receiving same.

The Contractor shall not be in breach of this Agreement if the default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its Subcontractors. Such causes may include, but are not restricted to, acts of God or of any public enemy, acts of the Commonwealth in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

36. CONDITIONS OF PAYMENT

All Services provided by Contractor pursuant to this Contract shall be performed to the satisfaction of the ordering Agency and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. Contractor shall not receive payment for defective material or work found by the ordering Agency to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

37. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia*, or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

38. CONTINUITY OF SERVICES

The Vendor recognizes that the services under this contract are vital to the Commonwealth and must be continued without interruption and that, upon contract expiration, a successor, either the Commonwealth or another vendor, may continue them. The Vendor agrees: 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and 3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the vendor to its successor.

The vendor shall, upon written notice from the contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the contract Officer's approval.

The Vendor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

39. 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.

40. 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.

41. WARRANTY

Contractor agrees that the goods or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this Contract.

42. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

43. CIVILITY IN STATE WORKPLACES

Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1.) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2.) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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.


RPB TITLE, LLC

BY: 
NAME: Amanda H Rudolph
Printed

TITLE: managing member

DATE: 7/12/2021

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES**

BY: 
NAME: Jasmine C. Thomas
Printed

TITLE: Senior Contract Officer

DATE: August 13, 2021

**ATTACHMENT A
TO
CONTRACT DGS-210630-RPB
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
RPB, INC.**

SERVICES AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-210630-RPB between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and RPB, INC. ("the Contractor" or "RPB").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-210630-RPB, the provisions of Contract DGS-210630-RPB shall control.

I. LISTING OF SERVICES

All requirements stated in the Commonwealth's RFP# JCT-2020-0709, dated July 9, 2020 Section II, entitled "Statement of Needs"; and the Solution, including all Services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, dated July 31, 2020 submitted in response thereto, for the provision of Title & Escrow Services, as defined therein, in accordance with the following, or as otherwise stipulated in any Modification to this Agreement:

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 (to include the next prior source deed(s) if the property had been under one ownership over the past sixty years). The OAG or any outside attorney will not certify title. Title examinations will be comprehensive, unless otherwise specified in the Scope of Work, and shall include, but not be limited to:

- a) Parcel identification number
- b) Legal description
- c) Current assessment value
- d) Current tax amount and payment status
- e) Deed(s)/Chain of Title
- f) Open mortgages
- g) Mortgage related documents (e.g. assignments, subordinations)
- h) Documents found relating to partial rights to subject property during the time period searched (e.g. mineral rights, agricultural rights, life estates)
- i) Open recorded judgments

- j) Open recorded liens
- k) Recorded probate documents
- l) Recorded foreclosure filings
- m) Bankruptcy filing(s)
- n) Recorded easements, covenants and/or restrictions
- o) All other recorded documents affecting the subject property
- p) 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, 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 unfilled mechanics' and materialmen's liens.

When requested, the 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 is obtaining a survey, the Contractor shall cooperate and assist the 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, 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.

C. 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 rectified by an accurate survey, easements not of record, parties in possession, etc.

D. 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, sketch or map attached to the foregoing).

- E. Furnishing legal descriptions.** Assisting in furnishing or revising legal descriptions based upon (i) investigation, (ii) a new survey, or (iii) a subdivision or consolidation of one or more parcels in connection with the conveyance, if applicable.
- F. Performing escrow, closing or settlement services.** Performing escrow, closing and settlement services, including:
- a) 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);
 - b) securing pay-off information from the holders of all outstanding liens affecting the property;
 - c) receiving funds (to be held in escrow separate and apart from the funds of the Contractor);
 - d) providing a specimen title commitment and/or insurance policy, prior to closing, if requested;
 - e) distributing funds, in accordance with the settlement statement as approved by the Authorized User, to grantor(s), lien holders, and others as appropriate;
 - f) performing pre-recordation title run-down;
 - g) recording documents;
 - h) consulting with the Authorized User's personnel and legal counsel as necessary; and
 - i) 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).
- G. 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 Services 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."

F. Staffing Requirements:

1. The Contractor's personnel shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the Commonwealth's staff.
2. The Contractor will provide initial training and instruction, and annually thereafter, or upon request of the Commonwealth, for all supervisory and personnel providing Services under this agreement, to ensure essential requirements of the agreement, and all appropriate standards that are integral to the delivery of all Services herein, are known and maintained at all times by all Contractor or subcontractor staff.
3. The Contractor shall submit a current Certificate of General Liability Insurance to the Purchasing Office naming the DGS as an "Additional Insured", when requested, prior to the contract award and shall retain required insurance coverage during the term of the contract.
4. Contractor shall provide a copy of the Contract and associated quality performance requirements to all supervisors/lead persons involved in the performance of this Contract. Contractor's personnel shall familiarize themselves with the Contract and the quality performance standards expected for services provided under this Agreement.
 - a. Primary Contacts: The Contractor shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers and email addresses. These contacts will be the Contractor's individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DGS Contracting Officer.
 - i. Primary Contact:

Name/Title: Amanda Hayes Rudolph, Managing Member
Telephone: (703) 684-2000
Cell: (815) 751-4856
Email: arudolph@rpb-law.com

- G. Security Access:** Contractor's personnel will be granted such access to Commonwealth locations as necessary or appropriate for Contractor to perform its obligations under the Agreement, subject to all security issues.

For any Commonwealth location, Contractor staff, or any sub-contractor staff performing Services for the Contractor may at any time be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

The Contractor will assure that each and every one of its owners, officers, employees and agents who will be in a State Building comply with the security requirements set forth in the Contract.

I. Service Hours and State Recognized Holidays:

Services during normal business hours, 9:00 a.m. to 4:00 p.m., excluding State recognized holidays, unless otherwise requested by the Contract Administrator or designee. When service is not provided on a scheduled date due to state-observed holidays, the Contractor shall provide services on Tuesday or the next business day during normal business hours.

Contractor will not be compensated for overtime hours worked that begin before or extend beyond the hours stated above, unless specifically authorized to do so in writing by the DGS Contract Administrator or designee prior to the Service being provided.

Services will not be required on State recognized holidays, as follows:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1 st
MLK Day	3 rd Monday in January
George Washington Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus/Indigenous People Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving	4 th Thursday in November and the Friday after
Christmas	December 25 th

II. PRICING SCHEDULE

The pricing schedule should include the Contractor's all-encompassing costs and fees for services as described in Section I, entitled "LISTING OF SERVICES." The Contractor agrees to supply the services requested at the following prices. All taxes, gratuities, and other services shall be included in proposed prices.

	<u>Purchase Price</u>	<u>Rate Per \$1,000 of Coverage</u>
	2,000,000 or less	\$1.00
	2,000,000,001 - 4,000,000	\$.75
	4,000,001 – 6,000,000	\$.60
	6,000,001 – 10,000,000	\$.50
	10,000,001 and above	Negotiable
TITLE INSURANCE RATE	These rates will be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	
END/HAZARD FEE	No additional premium will be charged for endorsements, except a Zoning Endorsement (ALTA 3.1-06) for which a fee of ten percent (10%) will be charged in addition to any charge by the locality for the Zoning letter, unless the title underwriter changes their fee structure.	
EXAMINATION RATE	\$125 per hour (use independent title examiners, we do not add additional fees, pass-through from examiners), to be negotiable per year based on the Contract's renewal and cost of living/market rate increases	
TITLE COMMITMENT FEE	\$120, to be negotiable per year based on the Contract's renewal and cost of living/market rate increases	
SETTLEMENT/ESCROW	\$500, to be negotiable per year based on the Contract's renewal and cost of living/market rate increases	

III. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice upon shipment. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Ordering entity
2. Point of contact name
3. Description of the goods and/or services provided
4. Invoice number

5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

B. Methods of Payment

1. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. The Contractor shall submit a valid invoice to the invoice address designated in any order in accordance with the invoice mailing instructions therein.
2. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
3. Payment may be made by any duly authorized official payment method or card as mutually agreed upon between the Commonwealth and the Contractor.

IV. DGS POINTS OF CONTACT

Contract Administration (Primary)

Karl Samire, Director, Bureau of Real Estate Services
 Department Of Real Estate and Facilities Management
 1100 Bank Street, 3rd Floor
 Richmond, VA 23219
 Tel: (804) 225-3779
 Email: karl.samire@dgs.virginia.gov
 Website: www.dgs.virginia.gov

Contract Compliance Information

Office of Procurement Services
 1100 Bank Street, Suite 724
 Richmond, VA 23219
 Email: procurement@dgs.virginia.gov

V. CONTRACTOR POINTS OF CONTACT

Primary Contact

Amanda Rudolph
 Managing Member
 RPB Title LLC.
 510 King Street, Suite 307
 Alexandria, VA 22314
 Email: arudolph@rpb-law.com
 Tel: (703) 684-2000

Billing/Administration

Amanda Rudolph
 Managing Member
 RPB Title LLC.
 510 King Street, Suite 307
 Alexandria, VA 22314
 Email: arudolph@rpb-law.com
 Tel: (703) 684-2000



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

**MODIFICATION #1
TO
CONTRACT DGS-210630-RPB
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
RPB TITLE, LLC**

This Modification #1 is an agreement between the Commonwealth of Virginia hereinafter, referred to as "State" or "Commonwealth" or "DGS" (Department of General Services), and RPB Title, LLC, referred to as "RPB Title" or "Contractor" relating to Contract #DGS- 210630-RPB, dated August 13, 2021, as amended hereinafter referred to as the "Contract" or "Agreement." This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #1 is to document both parties' agreement to: I.) Renew the Contract, II.) Reflect Changes to the Contract. All changes are effective immediately upon the final execution of this Modification #1 unless otherwise stated herein.

I. Reference: Contract DGS-210630-RPB, Paragraph 4 entitled "Renewal of Contract".

The Commonwealth elects to exercise its option to renew the first (1st) of four (4) successive one (1) year renewal periods beginning August 20, 2022, and continuing through August 19, 2023, under the terms and conditions of the original Contract. Pricing shall remain the same during this period.

II. Reference: Contract DGS-210630-RPB, Paragraph 23, entitled "Changes to the Contract," which allows changes when there is a mutual agreement between the parties in writing.

Both parties hereby agree to incorporate "Attachment A," entitled "Services and Pricing Schedule," to reflect changes to:

- A. Section I., entitled "Listing of Services," Paragraph I, "Service Hours and State Recognized Holidays," to reflect changes to State Recognized Holidays.
- B. Section III., entitled "Invoicing and Payment," Paragraph B(2), to reflect changes to Methods of Payment.
- C. Section IV., entitled "DGS Points of Contact," to reflect updated Contract Administration personnel.

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-210630-RPB and cannot be modified, except in writing signed by the duly authorized representatives of both parties.

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.

RPB TITLE, LLC

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES**

BY: *Amanda H Rudolph*

BY: *Shloma Pierce*

NAME: *Amanda H Rudolph*

NAME: Shloma Pierce, VCA

TITLE: *manager*

TITLE: Senior Contract Officer

DATE: *8/24/2022*

DATE: August 24, 2022

**ATTACHMENT A
TO
CONTRACT DGS-210630-RPB
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
RPB TITLE, LLC**

SERVICES AND PRICING SCHEDULE

Effective August 20, 2022

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-210630-GRS between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and RPB TITLE, LLC ("the Contractor" or "RPB TITLE").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-210630-RPB, the provisions of Contract DGS-210630-RPB shall control.

I. LISTING OF SERVICES

All requirements stated in the Commonwealth's RFP# JCT-2020-0709, dated July 9, 2020 Section II, entitled "Statement of Needs"; and the Solution, including all Services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, dated July 31, 2020 submitted in response thereto, for the provision of Title & Escrow Services, as defined therein, in accordance with the following, or as otherwise stipulated in any Modification to this Agreement:

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 (to include the next prior source deed(s) if the property had been under one ownership over the past sixty years). The OAG or any outside attorney will not certify title. Title examinations will be comprehensive, unless otherwise specified in the Scope of Work, and shall include, but not be limited to:

- a) Parcel identification number
- b) Legal description
- c) Current assessment value
- d) Current tax amount and payment status
- e) Deed(s)/Chain of Title

- f) Open mortgages
- g) Mortgage related documents (e.g. assignments, subordinations)
- h) Documents found relating to partial rights to subject property during the time period searched (e.g. mineral rights, agricultural rights, life estates)
- i) Open recorded judgments
- j) Open recorded liens
- k) Recorded probate documents
- l) Recorded foreclosure filings
- m) Bankruptcy filing(s)
- n) Recorded easements, covenants and/or restrictions
- o) All other recorded documents affecting the subject property
- p) 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, 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 materialmen's liens.

When requested, the 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 is obtaining a survey, the Contractor shall cooperate and assist the 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, 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.

C. 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 rectified by an accurate survey, easements not of record, parties in possession, etc.

D. 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, sketch or map attached to the foregoing).

- E. **Furnishing legal descriptions.** Assisting in furnishing or revising legal descriptions based upon (i) investigation, (ii) a new survey, or (iii) a subdivision or consolidation of one or more parcels in connection with the conveyance, if applicable.
- F. **Performing escrow, closing or settlement services.** Performing escrow, closing and settlement services, including:
- a) 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);
 - b) securing pay-off information from the holders of all outstanding liens affecting the property;
 - c) receiving funds (to be held in escrow separate and apart from the funds of the Contractor);
 - d) providing a specimen title commitment and/or insurance policy, prior to closing, if requested;
 - e) distributing funds, in accordance with the settlement statement as approved by the Authorized User, to grantor(s), lien holders, and others as appropriate;
 - f) performing pre-recordation title run-down;
 - g) recording documents;
 - h) consulting with the Authorized User's personnel and legal counsel as necessary; and
 - i) 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).
- G. **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 Services 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."

F. Staffing Requirements:

1. The Contractor's personnel shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the Commonwealth's staff.
2. The Contractor will provide initial training and instruction, and annually thereafter, or upon request of the Commonwealth, for all supervisory and personnel providing Services under this agreement, to ensure essential requirements of the agreement, and all appropriate standards that are integral to the delivery of all Services herein, are known and maintained at all times by all Contractor or subcontractor staff.
3. The Contractor shall submit a current Certificate of General Liability Insurance to the Purchasing Office naming the DGS as an "Additional Insured", when requested, prior to the contract award and shall retain required insurance coverage during the term of the contract.
4. Contractor shall provide a copy of the Contract and associated quality performance requirements to all supervisors/lead persons involved in the performance of this Contract. Contractor's personnel shall familiarize themselves with the Contract and the quality performance standards expected for services provided under this Agreement.
 - a. Primary Contacts: The Contractor shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers and email addresses. These contacts will be the Contractor's individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DGS Contracting Officer.

i. Primary Contact:

Name/Title: Amanda Hayes Rudolph, Managing Member
Telephone: (703) 684-2000
Cell: (815) 751-4856
Email: arudolph@rpb-law.com

G. Security Access: Contractor's personnel will be granted such access to Commonwealth locations as necessary or appropriate for Contractor to perform its obligations under the Agreement, subject to all security issues.

For any Commonwealth location, Contractor staff, or any sub-contractor staff performing Services for the Contractor may at any time be required to undertake the execution and

completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

The Contractor will assure that each and every one of its owners, officers, employees and agents who will be in a State Building comply with the security requirements set forth in the Contract.

I. Service Hours and State Recognized Holidays:

Services during normal business hours, 9:00 a.m. to 4:00 p.m., excluding State recognized holidays, unless otherwise requested by the Contract Administrator or designee. When service is not provided on a scheduled date due to state-observed holidays, the Contractor shall provide services on Tuesday or the next business day during normal business hours.

Contractor will not be compensated for overtime hours worked that begin before or extend beyond the hours stated above, unless specifically authorized to do so in writing by the DGS Contract Administrator or designee prior to the Service being provided.

Services will not be required on State recognized holidays, as follows:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1 st
MLK Day	3 rd Monday in January
George Washington Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus/Indigenous People Day/Yorktown Victory Day	2 nd Monday in October
Election Day	November 8 th ^h
Veteran's Day	November 11 th

Thanksgiving

4th Thursday in November and the
Friday after

Christmas

December 25th, the Friday prior
and the Monday after

II. PRICING SCHEDULE

The pricing schedule should include the Contractor's all-encompassing costs and fees for services as described in Section I, entitled "LISTING OF SERVICES." The Contractor agrees to supply the services requested at the following prices. All taxes, gratuities, and other services shall be included in proposed prices.

	<u>Purchase Price</u>	<u>Rate Per \$1,000 of Coverage</u>
	2,000,000 or less	\$1.00
	2,000,000,001 - 4,000,000	\$.75
	4,000,001 - 6,000,000	\$.60
	6,000,001 - 10,000,000	\$.50
	10,000,001 and above	Negotiable
TITLE INSURANCE RATE	These rates will be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	
END/HAZARD FEE	No additional premium will be charged for endorsements, except a Zoning Endorsement (ALTA 3.1-06) for which a fee often percent (10%) will be charged in addition to any charge by the locality for the Zoning letter, unless the title underwriter changes their fee structure.	
EXAMINATION RATE	\$125 per hour (use independent title examiners, we do not add additional fees, pass-through from examiners), to be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	
TITLE COMMITMENT FEE	\$120, to be negotiable per year based on the Contract's renewal and cost of living/market rate increases	
SETTLEMENT/ESCROW	\$500, to be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	

III. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice upon shipment. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Ordering entity
2. Point of contact name
3. Description of the goods and/or services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

B. Methods of Payment

1. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. The Contractor shall submit a valid invoice to the invoice address designated in any order in accordance with the invoice mailing instructions therein.
2. For valid invoices in the amount of \$10,000 or less, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$10,000, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
3. Payment may be made by any duly authorized official payment method or card as mutually agreed upon between the Commonwealth and the Contractor.

IV. DGS POINTS OF CONTACT

Contract Administration (Primary)

Hugh C. Hubinger,
Senior Transaction Manager
Bureau of Real Estate Services
Department Of Real Estate and
Facilities Management
1100 Bank Street, 3rd Floor
Richmond, VA 23219
Tel: (804) 225-4011
Email: hugh.hubinger@dgs.virginia.gov
Website: www.dgs.virginia.gov

Contract Compliance Information

Department of General Services
Office of Procurement Services
1100 Bank Street, Suite 724
Richmond, VA 23219
Email: procurement@dgs.virginia.gov

V. CONTRACTOR POINTS OF CONTACT

Primary Contact

Amanda Rudolph
Managing Member
RPB Title LLC
510 King Street, Suite 307
Alexandria, VA 22314
Email: arudolph@rpb-law.com
Tel: (703) 684-2000

Billing/Administration

Amanda Rudolph
Managing Member
RPB Title LLC
510 King Street, Suite 307
Alexandria, VA 22314
Email: arudolph@rpb-law.com
Tel: (703) 684-2000



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

**MODIFICATION #2
TO
CONTRACT DGS-210630-RPB
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
RPB TITLE, LLC**

This Modification #2 is an agreement between the Commonwealth of Virginia hereinafter, referred to as "State" or "Commonwealth" or "DGS" (Department of General Services), and RPB Title, LLC, referred to as "RPB Title, LLC" or "Contractor" relating to Contract #DGS-210630-RPB, dated August 13, 2021, as amended hereinafter referred to as the "Contract" or "Agreement." This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #2 is to document both parties' agreement to: I.) Renew the Contract, II.) Reflect Changes to the Contract. All changes are effective immediately upon the final execution of this Modification #2 unless otherwise stated herein.

I. Reference: Contract DGS-210630-RPB, Paragraph 4 entitled "Renewal of Contract".

The Commonwealth elects to exercise its option to renew the second (2nd) of four (4) successive one (1) year renewal periods beginning August 20, 2023, and continuing through August 19, 2024, under the terms and conditions of the original Contract. Pricing shall remain the same during this period.

II. Reference: Contract DGS-210630-RPB, Paragraph 23, entitled "Changes to the Contract," which allows changes when there is a mutual agreement between the parties in writing.

Both parties hereby agree to incorporate "Attachment A," entitled "Services and Pricing Schedule," to reflect changes to:

- A. Section I., entitled "Listing of Services," Paragraph I, "Service Hours and State Recognized Holidays," to reflect changes to State Recognized Holidays.
- B. Section III., entitled "Invoicing and Payment," Paragraph B(2), to reflect changes to Methods of Payment.
- C. Section IV., entitled "DGS Points of Contact," to reflect updated Contract Administration personnel.

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-210630-RPB and cannot be modified, except in writing signed by the duly authorized representatives of both parties.

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.

RPB TITLE, LLC

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES**

BY: 

BY: 

NAME: Amanda H. Rudolph

NAME: Emily Jones

TITLE: Managing member

TITLE: Contract Officer

DATE: 8/30/23

DATE: 8/30/23

**ATTACHMENT A
TO
CONTRACT DGS-210630-RPB
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
RPB TITLE, LLC**

SERVICES AND PRICING SCHEDULE

Effective August 20, 2023

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-210630-GRS between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and RPB TITLE, LLC ("the Contractor" or "RPB TITLE, LLC").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-210630-RPB, the provisions of Contract DGS-210630-RPB shall control.

I. LISTING OF SERVICES

All requirements stated in the Commonwealth's RFP# JCT-2020-0709, dated July 9, 2020 Section II, entitled "Statement of Needs"; and the Solution, including all Services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, dated July 31, 2020 submitted in response thereto, for the provision of Title & Escrow Services, as defined therein, in accordance with the following, or as otherwise stipulated in any Modification to this Agreement:

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 (to include the next prior source deed(s) if the property had been under one ownership over the past sixty years). The OAG or any outside attorney will not certify title. Title examinations will be comprehensive, unless otherwise specified in the Scope of Work, and shall include, but not be limited to:

- a) Parcel identification number
- b) Legal description
- c) Current assessment value
- d) Current tax amount and payment status
- e) Deed(s)/Chain of Title

- f) Open mortgages
- g) Mortgage related documents (e.g. assignments, subordinations)
- h) Documents found relating to partial rights to subject property during the time period searched (e.g. mineral rights, agricultural rights, life estates)
- i) Open recorded judgments
- j) Open recorded liens
- k) Recorded probate documents
- l) Recorded foreclosure filings
- m) Bankruptcy filing(s)
- n) Recorded easements, covenants and/or restrictions
- o) All other recorded documents affecting the subject property
- p) 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, 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 unfilled mechanics' and materialmen's liens.

When requested, the 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 is obtaining a survey, the Contractor shall cooperate and assist the 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, 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.

C. 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 rectified by an accurate survey, easements not of record, parties in possession, etc.

D. 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, sketch or map attached to the foregoing).

- E. **Furnishing legal descriptions.** Assisting in furnishing or revising legal descriptions based upon (i) investigation, (ii) a new survey, or (iii) a subdivision or consolidation of one or more parcels in connection with the conveyance, if applicable.
- F. **Performing escrow, closing or settlement services.** Performing escrow, closing and settlement services, including:
- a) 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);
 - b) securing pay-off information from the holders of all outstanding liens affecting the property;
 - c) receiving funds (to be held in escrow separate and apart from the funds of the Contractor);
 - d) providing a specimen title commitment and/or insurance policy, prior to closing, if requested;
 - e) distributing funds, in accordance with the settlement statement as approved by the Authorized User, to grantor(s), lien holders, and others as appropriate;
 - f) performing pre-recordation title run-down;
 - g) recording documents;
 - h) consulting with the Authorized User's personnel and legal counsel as necessary; and
 - i) 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).

- G. **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 Services 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."

F. Staffing Requirements:

1. The Contractor's personnel shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the Commonwealth's staff.
2. The Contractor will provide initial training and instruction, and annually thereafter, or upon request of the Commonwealth, for all supervisory and personnel providing Services under this agreement, to ensure essential requirements of the agreement, and all appropriate standards that are integral to the delivery of all Services herein, are known and maintained at all times by all Contractor or subcontractor staff.
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i. Primary Contact:

Name/Title: Amanda Hayes Rudolph, Managing Member
Telephone: (703) 684-2000
Cell: (815) 751-4856
Email: arudolph@rpb-law.com

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For any Commonwealth location, Contractor staff, or any sub-contractor staff performing Services for the Contractor may at any time be required to undertake the execution and

completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

The Contractor will assure that each and every one of its owners, officers, employees and agents who will be in a State Building comply with the security requirements set forth in the Contract.

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Services will not be required on State recognized holidays, as follows:

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Election Day	1 st Tuesday in November
Veteran's Day	November 11 th

Thanksgiving

4th Thursday in November and the
Friday after

Christmas

December 25th, the Friday prior
and the Monday after

II. PRICING SCHEDULE

The pricing schedule should include the Contractor's all-encompassing costs and fees for services as described in Section I, entitled "LISTING OF SERVICES." The Contractor agrees to supply the services requested at the following prices. All taxes, gratuities, and other services shall be included in proposed prices.

	<u>Purchase Price</u>	<u>Rate Per \$1,000 of Coverage</u>
	2,000,000 or less	\$1.00
	2,000,000,001 - 4,000,000	\$.75
	4,000,001 - 6,000,000	\$.60
	6,000,001 - 10,000,000	\$.50
	10,000,001 and above	Negotiable
TITLE INSURANCE RATE	These rates will be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	
END/HAZARD FEE	No additional premium will be charged for endorsements, except a Zoning Endorsement (ALTA 3.1-06) for which a fee often percent (10%) will be charged in addition to any charge by the locality for the Zoning letter, unless the title underwriter changes their fee structure.	
EXAMINATION RATE	\$125 per hour (use independent title examiners, we do not add additional fees, pass-through from examiners), to be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	
TITLE COMMITMENT FEE	\$120, to be negotiable per year based on the Contract's renewal and cost of living/market rate increases	
SETTLEMENT/ESCROW	\$500, to be negotiable per year based on the Contract's renewal and cost of living/market rate increases.	

III. INVOICING AND PAYMENT

Attachment A
To Modification #2
To Contract #DGS-210630-RPB

A. Invoices

As applicable, all invoices shall be rendered promptly after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice upon shipment. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Ordering entity
2. Point of contact name
3. Description of the goods and/or services provided
4. Invoice number
5. Invoice date
6. Monthly charges
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B. Methods of Payment

1. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. The Contractor shall submit a valid invoice to the invoice address designated in any order in accordance with the invoice mailing instructions therein.
2. For valid invoices in the amount of \$10,000 or less, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$10,000, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
3. Payment may be made by any duly authorized official payment method or card as mutually agreed upon between the Commonwealth and the Contractor.

IV. DGS POINTS OF CONTACT

Contract Administration (Primary)

Hugh C. Hubinger,
Senior Transaction Manager
Bureau of Real Estate Services
Department Of Real Estate and
Facilities Management
1100 Bank Street, 3rd Floor
Richmond, VA 23219
Tel: (804) 225-4011
Email: hugh.hubinger@dgs.virginia.gov
Website: www.dgs.virginia.gov

Contract Compliance Information

Department of General Services
Office of Procurement Services
1100 Bank Street, Suite 724
Richmond, VA 23219
Email: procurement@dgs.virginia.gov

V. CONTRACTOR POINTS OF CONTACT

Primary Contact

Amanda Rudolph
Managing Member
RPB Title LLC
510 King Street, Suite 307
Alexandria, VA 22314
Email: arudolph@rpb-law.com
Tel: (703) 684-2000

Billing/Administration

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RPB Title LLC
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Tel: (703) 684-2000