



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5855

This contract entered into this 3rd day of September 2020, by VSTitle, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.


PERIOD OF PERFORMANCE: From September 15, 2020 through September 14, 2021 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal FDC-1086 dated June 17, 2020:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated June 30, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated August 19, 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: 
(Signature)

DALE SHOOP

(Printed Name)

Title: PRESIDENT

PURCHASING AGENCY:

By: 
(Signature)

Doug Chester

(Printed Name)

Title: Buyer Senior



RFP # FDC-1086 Real Estate Title/Exam and Closing Services
Negotiation Summary for Valley Southern Title dba VS Title
8/19/2020

1. Contract Pricing (rates shall include all labor, overhead, administrative time, copying, delivering, and other miscellaneous fees):
 - a. Title Examination Services & Delivery of Commitment, which shall include providing copies of all documents that give rise to title exceptions:
 - i. Hourly Rate: \$40.00/hour
 - ii. The Maximum Charge Per Instance: \$175.00
 - iii. Title Commitment/Binder Fee: \$35.00
 - b. Title Insurance Acquisition Pricing (rate per \$1000) with a minimum premium of \$200.00:
 - i. Gift* to \$250,000 of insurance \$2.87
 - ii. over \$250,000 and up to \$500,000, add \$2.73
 - iii. over \$500,000 and up to \$1,000,000, add \$2.52
 - iv. over \$1,000,000 and up to \$2,000,000, add \$1.68
 - v. over \$2,000,000 and up to \$5,000,000, add \$1.47
 - vi. over \$5,000,000 and up to \$10,000,000, add \$1.30
 - vii. over \$10,000,000 and up to \$20,000,000, \$1.19
 - viii. over \$20,000.00 Call Company for quote
 - ix. Minimum Premium \$250.00

*Appraised or assessed value
 - c. Final Title Rundown & Recordation:
 - i. Hourly rate: \$60.00/hour
 - ii. Maximum Charge Per Instance: \$25.00
 - d. Closing & Escrow Services:
 - i. Hourly Rate: \$70.00/hour
 - ii. Maximum Charge Per Instance: \$400.00
 - e. There shall be no other charges or miscellaneous fees not already specified.

Proposal RFP# FDC-1086

Real Estate Title Exam / Insurance and Closing Fees

By

**VSTITLE, LLC
410 Neff Avenue
Harrisonburg, Virginia 22801**

Tel: (540)434-8571

Fax: (540)434-5854

E-Mail: dale.shoop@vstitle.com

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PROPOSAL

RFP # FDC-1086

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REQUEST FOR PROPOSAL

RFP# FDC-1086

Issue Date: June 17, 2020
Title: Real Estate Title Exam/Insurance and Closing Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on July 16, 2020 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

VSTITLE, LLC

410 NEFF AVENUE

HARRISONBURG, VA 22801

By:


(Signature in Ink)

Name: Dale Shoop

(Please Print)

Date: 06/30/2020

Title: President

Web Address: www.vstitle.com

Phone: 540-434-8571

Email: dale.shoop@vstitle.com

Fax #: 540-434-5854

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 DS #2 DS #3 DS #4 DS #5 DS (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY:* ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

II. STATEMENT OF NEEDS / Offeror Responses:

1. Provide a detailed response to each of the following in regards to your firm's ability to provide initial 60-year title examinations:

- a. experience in providing this service; experience in providing this service to agencies of the Commonwealth of Virginia:

VSTITLE, LLC (formerly Valley Southern Title Ltd.), hereinafter "VST" was formed in 1985 for the purpose of providing title examinations and title insurance. In 1999 VST started providing real estate settlement services. Prior to 1985, L.A. Hollen, II, past President of VST, began his career in 1972 as a paralegal for Conrad, Litten & Sipe doing title examinations. L.A., Allison Strunk, and Ashley Lascano are Virginia Certified Title Examiners employed by VST.

VST has provided title/insurance/settlement services to James Madison University for the past fifteen years and has provided title services to the Commonwealth of Virginia, Department of State Police in the purchase of its Harrisonburg headquarters.

- b. the timeline for providing the initial title report to the University:

Our goal is to have title examinations completed within ten business days after receipt of the order for the title search and to have the title insurance commitment completed within fifteen business days after receipt of the title order.

- c. the format of the initial title report that is provided to the University:

The initial title report will be in the form of a title insurance commitment. See 1.b. above.

- d. person who will be responsible for final review of this examination and their resume:

L.A. Hollen, II or Allison Strunk will be the individuals responsible for the review of the title examination.

L.A.'s resume is as follows: Education: Bridgewater College, Bridgewater, Virginia (B.A. 1972 in History and Political Science).

Work Experience:

1972-1985, Paralegal for Conrad, Litten & Sipe (now Litten & Sipe, LLP) Performing title exams and preparing for closings.

1985-2017, President of VST performing title exams, underwriting title insurance and closing real estate purchases and loans, both residential and commercial.

2017-present, special projects: Performing title exams, underwriting title insurance, and closing real estate purchases and loans for JMU and other unique clients.

Allison's resume is as follows:

Work Experience

2017-present, performing title exams for both residential and commercial properties, reviewing title exams performed by other employees and outside contractors, reviewing survey plats, recording documents among the land records, drafting title commitments for review, managing updates and endorsements for residential and commercial construction projects.

- e. any other relevant information that your firm would like to share in regards to ability to provide initial 60-year title examinations to the University:

Whenever necessary VST employs licensed, experienced contractors to provide title exams to assist with over-flow or out-of-area title exams.

- 2. Provide a detailed response to each of the following in regards to your firm's ability to prepare and deliver title insurance commitments:

- a. experience in offering this service; include experience in issuing policies in standard ALTA marketability of title format:

L.A. Hollen, II, Darreld ("Dale") R. Shoop, III, Jeanie Turner, Karina Lausen and Joseph Terrana are licensed title insurance agents employed by VST. L.A. has been licensed since VST's formation in 1985. Dale has been licensed since 2002. Jeanie has been licensed since 2000. Karina has been licensed since 2006. Joe has been licensed since 2019. They are currently licensed agents with Fidelity National Title Insurance Company, Old Republic National Title Insurance Company, Chicago Title Insurance Company and First American Title Insurance Company.

- b. the timeline for delivering the title insurance commitment following the issuance of a notice to proceed from the University. Include the minimum amount of days prior to closing that the commitment would be provided:

VST will issue a title insurance commitment within fifteen days after receiving a notice to proceed from the University. The commitment will be issued at last fifteen days prior to closing.

- c. the length of time from the date of issue that all title insurance commitments provided to the University shall be effective for **180 days**.
- d. how exceptions to easements or other like encumbrances upon the subject property(s) shall be described within the commitment:

Easements and other encumbrances are described by date, recordation information such as deed book and page number or instrument number, to whom it is granted and the purpose of the easement or encumbrance, if purpose is not readily known.

- e. firm's ability to specifically locate exceptions to easements or other like encumbrances on the survey(s) provided by the University (*note: this is not to be construed as requiring or authorizing the selected contractor to secure the services of a surveyor. Locating the easement or encumbrance on the survey is for the purpose of demonstrating that it does, in fact, affect the property, not to determine its position with a surveyor's accuracy*):

With their experience in title examinations L.A. and Allison are well versed in locating easements or encumbrances on surveys and are experienced in working with surveyors to determine the location of any easements or encumbrances revealed by the title examination.

- f. how contiguous parcels being conveyed by the same seller shall be specifically recited in the commitment: **Contiguous parcels conveyed by the same seller are described in the Title Insurance Commitment as separate parcels, with the requirements and exceptions being identified as to which parcel(s) are affected by each exception or encumbrance.**
- g. provide a list of all standard exceptions that are included on the Title Insurance Commitment:

We do not include any standard exceptions in the Title Insurance Commitment.

- h. any other relevant information that your firm would like to share in regards to ability to prepare and deliver title insurance commitments to the University:

With five licensed agents on staff, we have the flexibility, experience, and sophistication to handle any situation.

- 3. Describe your firm's ability to provide documents which give rise to title exceptions (including a copy of any survey attached to the foregoing):

VST copies all documents, including surveys, which give rise to Title Insurance Commitment exceptions. Copies of all exceptions will be provided to the University with the Title Insurance Commitment.

- 4. Provide a detailed response to each of the following in regards to your firm's ability to provide closing and escrow services:
 - a. experience in providing this service; experience in providing this service to agencies of the Commonwealth of Virginia:

VST has an experienced staff and has conducted real estate closings, both residential and commercial, since 1999. A list of our Harrisonburg staff, and their duties and responsibilities, is included as a part of "Offeror's Narrative." VST has

been conducting closing and escrow services for the past fifteen years for James Madison University. We have closed a purchase for the Commonwealth of Virginia, Department of State Police. VST is CRESPA approved by the Commonwealth of Virginia and Registered with RESA through the Bureau of Insurance.

- b. performing all pre-closing activities, including preparation of a *draft* Settlement Statement, no later than 15 days prior to the closing date:

VST handles all pre-closing activities, including reviewing proposed deeds to the University, preparing 1099s for the sellers, obtaining payoffs, preparing Owner's Affidavits, loan payoff letters and settlement statements. Draft Settlement Statements can and will be provided to the University fifteen days prior to closing.

- c. preparation of the Settlement Statement (*including calculation of all recordation costs and pro-rations*), report of the sale to the IRS, and such other documents as are customarily the responsibility of the settlement agent:

VST handles all pre-closing activities, including reviewing proposed deeds to the University, preparing 1099s for the sellers, obtaining payoffs, preparing Owner's Affidavits, loan payoff letters and settlement statements.

- d. securing pay-off information from the holders of outstanding liens affecting the property:

VST contacts sellers to obtain information regarding outstanding liens, such as current holders of the liens, loan numbers and contact information for the lien holders. VST contacts the lienholders and obtains written payoff statements.

- e. receiving funds from the University (*to be held in escrow separate and apart from those of contractor*):

Funds received from the University will be held in escrow in a separate real estate trust account at a local bank. We can accept ACH funds provided these funds are received three to five days prior to closing.

- f. distributing funds, in accordance with the settlement statement as approved by the University, to seller(s), lienholders and others as appropriate:

VST distributes closing funds in accordance with the settlement statement, but only after the title has been run-down and the deed and other required documents for title transfer have been recorded. Only then are funds disbursed.

- g. performing pre-recordation title run-down followed by recordation of documents:

After closing we go to the Clerk's Office or utilize the on-line land records platform and perform a title run-down prior to recording closing documents. If intervening matters affecting title are discovered, closing is put on hold until the

intervening matter(s) is/are resolved to the satisfaction of the University, VST and the title insurance underwriter.

- h. consulting with University personnel and/or legal counsel as necessary:

VST will consult with and prefers to consult with University personnel and/or legal counsel as necessary. By doing so issues with title and/or closing can be resolved prior to closing. Closings go smoother when the lines of communication are kept open. VST prefers to advise the University as soon as possible once an issue is discovered.

- i. providing to the University, after settlement, the original recording receipts and the originals of all recorded documents (*except those mailed directly to the University by the Clerk of Circuit Court*):

VST receives the recorded closing documents immediately after recordation. These recorded documents with recording receipts attached will be delivered to the University within two days after recordation.

- j. completing all recordation and disbursements no later than three (3) business days after closing:

VST's policy is to complete the recordation of documents immediately after closing, and always within three business days, unless an issue is discovered during the title run-down. Funds are disbursed within three days, generally as soon as documents are recorded.

- k. provide copies of the title abstract, all deeds, easements, wills, etc., that relate to the property via the title examination performed:

VST will provide to the University at the time of the Title Insurance Commitment is issued copies of the title abstract, all deeds, easements, wills, and other matters discovered by the title examination.

- l. any other relevant information that your firm would like to share in regards to ability to provide closing and escrow services to the University:

VST has handled closing and escrow services for the University for the last fifteen years without any issues to our knowledge.

- m. Describe your firm's ability to issue a final ALTA owner's title insurance policy consistent with the commitment (*deleting any exceptions noted in the commitment which are resolved or modified at or prior to closing*). If non-contiguous parcels are being acquired, a separate policy shall be issued for each parcel. If more than one policy is to be issued, the amount of insurance in each policy shall be stated unless each non-contiguous parcel is separately identified in the purchase agreement:

VST has the ability to and will issue the final ALTA owner's title insurance policy consistent with the commitment, as modified. We can and will issue separate owner's title policies on each non-contiguous parcel, with the amount of insurance stated in each policy, unless each non-contiguous parcel is separately identified in the purchase agreement.

5. Indicate your firm's ability to deliver the owner's title insurance policy no later than four (4) weeks following closing:

VST will deliver the owner's title insurance policy to the University no later than four (4) weeks after closing. We try to deliver the policy with the delivery of the recorded documents to the University within three (3) days after closing.

6. Identify the partner/manager who will be primarily responsible for providing services and managing the account for the University if you are awarded a contract. Provide the associated resume that outlines this individual's qualifications and all contact information:

L. A. Hollen, II, past President of VST, will be primarily responsible for providing the services and managing the account for the University. L.A. has been examining titles since 1972, a licensed title insurance agent since 1985 and has been involved in preparation for closings and handling closings since 1999. Prior to 1999, L.A. performed closing preparations for Litten & Sipe, LLP, as well as title examinations and title insurance for VST. Dale Shoop, current President of VST, will be available and responsible in L.A.'s absence. Dale has been examining titles since 2000, a licensed title insurance agent since 2002 and has been involved in preparation for closings and handling closings since 2002.

**L.A.'s contact information Address: 410 Neff Avenue, Harrisonburg VA 22801
Telephone: Office (540)434-8571; Direct (540)437-3068; [REDACTED]
Email: lah@vstitle.com**

**Dale's contact information: Address: 410 Neff Avenue, Harrisonburg VA 22801
Telephone: Office (540)434-8571; extension 1001; [REDACTED]
Email: dale.shoop@vtitle.com**

7. Describe your ability to accommodate the University in the event of tight timelines and urgent deadlines:

Because of its staff, VST can accommodate the University in the event of tight title timelines and urgent deadlines. We have the ability to perform title examinations from our office during and after the business hours of the Clerk's Office, allowing us to examine titles in a timely matter. Our staff's experience allows us to gather necessary information, produce title commitments and prepare closing documents in a quick and efficient manner.

8. Describe your firm's approach to customer service:

VST believes customer service to be the key to success. We believe every phone call and email needs to be answered in a timely manner. VST will continue to give the University the best customer service possible.

9. Properties under consideration for acquisition by the University shall not be disclosed. Describe how your firm will ensure confidentiality as it relates to all services provided under a resulting contract:

VST's has a policy, which every employee is made aware of at the time of their employment that no office matter, i.e., clients or matters related to clients, are to be discussed with anyone outside of the office. Privacy is paramount and all employees will be reminded that any information regarding the University shall not be discussed with anyone not a VST employee.

10. Describe your firm's billing process:

VST prepares an invoice or pricing, in the case of the University, which is sent to the University and collected at closing.

11. Provide the name of the underwriter for title insurance and specify the largest policy value for which the underwriter may underwrite without insurance:

Fidelity National Title Insurance Company will be the underwriter for all title insurance written for the University. Fidelity's largest policy value which it may underwrite without insurance is \$466 million.

12. Indicate the location of the branch that will be responsible for performing real estate settlement services for the University. Provide the hours of operation and contact information:

VST's Harrisonburg, Virginia office at 410 Neff Avenue, Harrisonburg, Virginia, 22801, will be responsible for performing real estate settlement services for the University.

Telephone: 540-434-8571

Email: lah@vstitle.com

Hours: 8:30 a.m. to 5:00 p.m. Monday thru Friday

13. Provide detail on other services your firm offers in support of real estate settlement services:

VST can provide/outsouce 1031 Tax Free Exchange services for sellers, if necessary.

III. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal. Hourly rates shall include all labor, overhead, travel time, administrative time, copying, delivery fees and other miscellaneous fees.

Specifically, offeror should provide the following pricing:

1. Provide pricing for title examination services & delivery of commitment which shall include providing copies of all documents that give rise to tile exceptions:

- | | |
|--|----------|
| a. Provide the hourly rate. | \$40.00 |
| b. Provide the maximum charge per instance. | \$175.00 |
| c. Specify the title insurance commitment/binder fee | \$35.00 |

2. Provide title insurance acquisition pricing (rate per \$1,000):

- | | |
|---|------------------------|
| a. Gift* to \$250,000 of insurance | \$2.87 |
| b. over \$250,000 and up to \$500,000, add | \$2.73 |
| c. over \$500,000 and up to \$1,000,000, add | \$2.52 |
| d. over \$1,000,000 and up to \$2,000,000, add | \$1.68 |
| e. over \$2,000,000 and up to \$5,000,000, add | \$1.47 |
| f. over \$5,000,000 and up to \$10,000,000, add | \$1.30 |
| g. over \$10,000,000 and up to \$20,000,000, | \$1.19 |
| h. over \$20,000,00 | Call Company for quote |
| i. Minimum Premium | \$250 |

*Appraised or assessed value

3. Provide pricing for final title rundown and recordation:

- | | |
|---|---------|
| a. Provide the hourly rate. | \$60.00 |
| b. Provide the maximum charge per instance. | \$25.00 |

4. Provide pricing for closing and escrow services which shall include assistance in furnishing or revising legal descriptions:

- | | |
|---|----------|
| a. Provide the hourly rate. | \$70.00 |
| b. Specify the maximum charge per instance. | \$580.00 |

5. Offeror shall identify all other costs that apply. none

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

IV. OFFEROR'S NARRATIVE

VSTITLE, LLC (hereinafter "VST") is a Virginia limited liability company, organized and incorporated in 1985 for the purpose of writing title insurance and for the last twenty-one years has been providing real estate settlement and escrow services as part of its business. For the past fifteen years VST has been handling real estate settlement and escrow services for James Madison University. VST's Office in Harrisonburg has nine employees. The key individuals for VST's Harrisonburg office, which office will handle the services herein offered, are as follows:

L.A. Hollen, II, is the past President of VST and has over forty-five (45) years of experience in real estate, including title searches, underwriting title insurance and handling closings. L.A. has been with VST since its inception.

Darrelld ("Dale") R. Shoop, III is the current President of VST and has over twenty (20) years of experience in real estate, including title searches, underwriting title insurance and handling closings. Dale has been with VST since 2000.

Linda Spencer is our Controller. Linda has been with VST for nineteen (19) years and has thirty-two (37) years of experience in her field.

Jeanie Turner is one of our licensed title insurance agents. She has over twenty (20) years of experience in real estate, including underwriting title insurance, reviewing title exams performed by other employees and outside contractors, reviewing survey plats and managing updates and endorsements for residential and commercial construction projects. Jeanie has been with VST for two and a half (2.5) years.

Erin Williams is one of our closers. She is responsible for opening files, obtaining payoffs, gathering information from realtors, purchasers and sellers, obtaining pest inspections and in general pulling information together for closing. Erin has been with VST for seven and a half (7.5) years.

Allison Strunk is one of our title examiners. She is responsible for performing title exams for both residential and commercial properties, reviewing title exams performed by other employees and outside contractors, reviewing survey plats, recording documents among the land records, drafting title commitments for review, managing updates and endorsements for residential and commercial construction projects. Allison has been with VST for three (3) years.

Ashley Lascano is one of our title examiners. She is responsible for performing title exams for both residential and commercial properties, reviewing survey plats, and recording documents among the land records. Ashley has been with VST for one (1) year.

Karen McIntyre is our Title Policy Coordinator. Her responsibilities include preparing and sending out policies and managing our timeshare clients. Karen also serves as receptionist. Karen has been with VST for five (5) months.

Darlene Cowart is one of our closers. She is responsible for opening files, obtaining payoffs, gathering information from realtors, purchasers and sellers, obtaining pest inspections and in general pulling information together for closing. Darlene has been with VST for 4 months.

V. VASCUPP SALES

The amount of sales VST had during the last twelve months from VASCUPP members is:
\$8,850.80.

VI. PLAN AND METHODOLOGY

Upon receipt of a request for services from James Madison University ("JMU"), VSTITLE, LLC ("VST") will open a file, obtain additional information, such as assured values and tax information on the property from the City or County's records in which the property is located and begin the title examination. This examination will be concluded within ten business days. This examination will be a sixty-year search and include a Patriot Act Search and search of bankruptcy records. Copies will be made of "chain of title" documents, i.e. deeds, wills, decrees, etc., and all easements and encumbrances affecting the title as revealed by the title examination. A title report will then be written and given to our title insurance team for preparation of the title insurance commitment. The commitment will then be reviewed and signed by one of our underwriters and then sent to our contact at JMU with copies of "chain of title" documents and copies of all easements and encumbrances. The commitment will be amended or revised upon receipt and review of the survey to reflect survey matters. Once the deed and description of the property are reviewed and approved the commitment will be revised to incorporate the deed description.

When JMU is ready to close and funds are available the closing will be scheduled with the University and a draft settlement statement prepared. Payoffs will be obtained to satisfy any liens against the property and steps taken to meet the requirement of the title commitment. The proposed deed and description will be reviewed and compared with the survey. Closing will take place on the specified date and closing documents executed. These documents include the deed, owner's affidavit, 1099 and other required documents. Upon completion of the closing, disbursement checks will be written, and the deed and any other documents required to be recorded taken to the Clerk's Office. The title will then be updated and, if there are no intervening matters found, documents recorded.

Upon recordation of the deed and other documents the deed will be taken back to our office and funds will be disbursed in accordance with the settlement statement. The ALTA owner's title insurance policy is then prepared and given to our underwriter for review and signature. The deed and owner's title policy will then be delivered to JMU. These items will be delivered within three days. All disbursements will be made immediately after the documents are recorded, but no later than three days after closing. As a follow up of closings, the records in the Clerk's Office are checked to be sure all required releases of liens or other encumbrances are properly filed. Our file will then be closed.

ATTACHMENT A
OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years 25 Months 4.

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT PERSON/PHONE # |
|--------------------------------------|-------------------|--|---------------------------------|
| James Madison University | 15 years | 1015 Harrison Street MSC 5806 Harrisonburg, Va 22807 | Jini Cook (540) 568-7204 |
| James Madison University Foundation | 25 years | 1320 South Main Street MSC 8501 Harrisonburg, Va 22807 | Tom Schaeffer (540) 568-3185 |
| Central Valley Habitat for Humanity | 10 years | PO Box 245 Bridgewater, Va 22812 | David Wenger (540) 828-6288 |
| Flora Petit | 10 + years | PO Box 1287 Harrisonburg, VA 22903 | Lisa Hawkins (540) 437-3100 |
| Clark & Bradshaw Attorneys at Law | 25 years | 92 N. Liberty St. Harrisonburg, Va 22802 | Todd Rhea (540) 433-2601 |

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

VSTITLE, LLC

410 Neff Avenue

Harrisonburg, Va 22801

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: VSTITLE, LLC Preparer Name: Dale Shoop

Date: July 13, 2020

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: **Real Estate Title Exam/Insurance and Closing Services RFP# FDC-1086** Date Form Completed: **July 13, 2020**

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:
VSTITLE, LLC
Firm

410 Neff Avenue, Harrisonburg, VA 22801 Dale Shoop (540) 434-8571
Address Contact Person/No.

| Sub-Contractor's Name and Address | Contact Person & Phone Number | SBSD Certification Number | Services or Materials Provided | Total Subcontractor Contract Amount (to include change orders) | Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU) |
|--------------------------------------|----------------------------------|---------------------------------|-----------------------------------|--|--|
| N/A | | | | | |
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(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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