



The County of Prince George  
Finance Department  
P.O. Box 68  
Prince George, VA 23875  
(804) 722-8710 Fax (804) 732-1966

**NOTICE OF AWARD**

Title Examination/Search for Route 460 Waterline

Name: eTitle Agency, Inc.  
Address: 1602 Village Market Blvd SE Suite 300, Leesburg VA 20175  
Offer Dated: March 28, 2019  
In Response To: Quick Quote 230231  
Contract Amount: \$12,999.00 (plus cost of copies)

The above is hereby accepted upon finding them to be the lowest responsive and responsible bidder. The prices and terms stated, subject to all conditions and requirements of the Quick Quote, purchase specifications, warranties, performance bond and other stipulations, if any.

The Quick Quote, your bid or offer and this notice of acceptance constitute the contract.



Percy Ashcraft  
County Administrator

## QUICK QUOTE – QQ230231

### Route 460 Waterline Title Examinations/ Search

**Purpose:** The intent and purpose of this Quick Quote, is to obtain services for Title Examinations/ Search.

**Scope of Work:** Services for this Route 460 Waterline Project will include, 60-year Title Examinations/Search to the last conveyance of General Warranty title.

This will be awarded based upon qualifications, timeliness and price for this project. All labor, travel, and incidentals necessary to perform this Service shall be included in the Total Price of LOT A with the option of adding or deleting LOT B to this service.

**A. Performing a title examination.** The Contractor is responsible for conducting, at a minimum, a sixty-year title examination. Title examinations will be comprehensive as stated in Scope of Work, and shall include, but not be limited to:

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

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

**C. Providing copies.** Provide copies 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 all surveys and/or plats attached to the forgoing).

**Bid Pricing:**

**LOT A** -Title Examinations/ Search Service for the following (17) parcels in Prince George County, VA.

Page	GPIN	Price
DB 159, PG 583	TM 350(0A)00-012-0	\$2,791.00
DB 191, PG 157	TM 340(0A)00-106-0	\$638.00
DB 191, PG 157	TM 450(0A)00-001-0	\$638.00
DB 389, PG 1	TM 450(0A)900-001-A	\$638.00
DB 188, PG 566	TM 450(0A)00-002-0	\$638.00
DB 170, PG 565	TM 450(0A)00-003-0	\$638.00
INST 010002648	TM 450(0A)00-004-0	\$638.00
INST 180002614	TM 459(0A)00-005-C	\$638.00
DB 207, PG 239	TM 450(0A)00-006-0	\$638.00
DB 320, PG 495	TM 450(0A)00-005-A	\$638.00
INST 150003731	TM 450(0A)00-007-0	\$638.00
DB 293, PG 925	TM 450(0A)00-005-0	\$638.00
DB 211, PG 428	TM 450(0A)00-009-0	\$638.00
INST. 140000077	TM 450(0A)00-010-0	\$638.00
DB 254, PG 698	TM 450(0A)00-011-0	\$638.00
DB 254, PG 698	TM 450(0A)00-012-0	\$638.00
INST 110000367	TM 450(0A)00-013-C	\$638.00

**LOT A – TOTAL - \$** 12,999.00

~~**LOT B** – (Optional Item) Furnishing legal descriptions for all 17 addresses above in **LOT A**. Assisting in furnishing or revising legal descriptions based upon a new survey, if applicable, or in the event that two or more parcels are to be consolidated in connection with the conveyance.~~

~~**LOT B - TOTAL - \$** N/A - not bidding~~

**Document Copies shall not exceed \$** 3.00 **per page.**

**Timeframe to have completed when PO is issued** 10-15 business days

**REGISTRATION CERTIFICATION**

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

Registrant's Name: eTitle Agency, Inc.

Registration Number: F179606-1

Registering Authority:

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

Signature:  3/15/19

Printed Name: Mike Telford

Title: Senior Vice President

Name of Business/Proprietorship: eTitle Agency, Inc.

Date: 3/15/19

## Attachment A

### STANDARD TERMS AND CONDITIONS

#### ACCEPTANCE OF GOODS/SERVICES:

Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

#### ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the County of Prince George website (<https://www.princegeorgeva.org>) and DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

#### ANTI-DISCRIMINATION:

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

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County 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 County, relating to the particular goods or services purchased or acquired by the County under said contract.

#### APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### 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 County, 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.

### **AVAILABILITY OF FUNDS:**

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

### **BID PRICE CURRENCY:**

Unless stated otherwise in this solicitation, Bidders shall state bid prices in US dollars.

### **CHANGES TO THE CONTRACT:**

Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

### **CONTRACTOR'S PERFORMANCE:**

1. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.

### **DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, 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 County may have.

### **DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

### **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold harmless the County of Prince George, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

### **INDEPENDENT CONTRACTOR:**

The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

## **LICENSES AND PERMITS:**

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

## **NONDISCRIMINATION OF CONTRACTORS:**

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

## **PAYMENT:**

### **To Prime Contractor:**

1. 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).
2. 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.
3. 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.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

## **PRECEDENCE OF TERMS:**

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

## **QUALIFICATIONS OF BIDDERS:**

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

**SEVERABILITY:**

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

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

**TAXES:**

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

**TERMINATION FOR CONVENIENCE:**

Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.