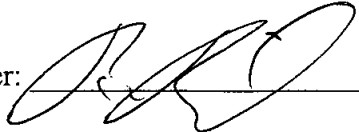
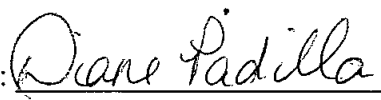


SOLICITATION NUMBER: 8425	OPENING DATE: November 17, 2017
TITLE INSURANCE AND ESCROW SERVICES	

BIDDER	BASIS OF AWARD
North American Title Company	\$37,760.00
Chicago Title Company	\$30,145.00
Fidelity National Title	\$23,525.00

Date: 11/17/17

Bid Officer: 

Bid Clerk: 

This Notice of Intent to Award / Abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids
Received

North American Title
 16476 Bernardo Center Dr. #137
 San Diego CA 92128

#1
 OP
 2017/11/15 AM 10:31 29s

County of San Diego - RFB No. 8425
 Department of Purchasing & Contracting
 5560 Overland Avenue, Suite 270
 San Diego, CA 92123-1204

LIGHTNING MESSENGER EXPRESS		DATE 11/15	SERVICE ORDER NO. 251313	PICK-UP TIME 9:55	DELIVERY TIME 10:30	DRIVER NO. 10
CHARGE TO:	ADDRESS					
PICK-UP FROM:	ADDRESS					
DELIVER TO:	ADDRESS					
CALL PLACED BY	YOUR FILE OR REFERENCE NO.	<input type="checkbox"/> DIRECT <input type="checkbox"/> REGULAR <input type="checkbox"/> SHUTTLE <input type="checkbox"/> RETURN				
DESCRIPTION	SPECIAL INSTRUCTIONS:				DELIVERY CHARGES	
LOS ANGELES (310) 390-4433 (818) 754-1234 (213) 614-0475 ORANGE (714) 835-7900 SAN DIEGO (858) 550-1400 (855) 450-1400	270 Diane Padilla Diane Padilla				BASIC CHARGE RETURN TIME WEIGHT	
	RECEIVED IN GOOD ORDER BY: PLEASE PRINT NAME BELOW SIGNATURE				TOTAL AMOUNT DUE	

LIABILITY: LIGHTNING MESSENGER EXPRESS SHALL NOT BE LIABLE FOR MORE THAN \$100.00 PER DELIVERY

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise(DVBE)
Certification #: _____

Small Business Enterprise (SBE)
Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 Veteran Owned Small Business (VOSB)
Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Doug Aunkst

Signature: Doug Aunkst

Title: Vice President, Southern California Regional Controller

Date: November 13, 2017

Company/Organization: North American Title company

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
SECTION A – INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: North American Title Company ("Offeror") with reference to the following facts:

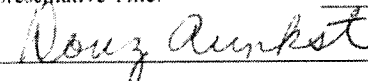
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>North American Title Company</u>
Authorized Representative Name:	<u>Doug Aunkst</u>
Authorized Representative Title:	<u>Vice President, Southern California Regional Controller</u>
Signature: <u></u>	Date: <u>November 13, 2017</u>

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

INITIAL TERM: JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00 **
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 550.00 **
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
7	Update Requests	1	Hourly	\$ 50.00
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
10	Document Requests	1	Hourly	\$ 2.00
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Initial Term				\$ 7,552.00

***Transfer Total Price to the Pricing Summary (Page 5)**

** Price of preliminary title report is a credit against the price of the policy issued at close of escrow.

SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

FIRST OPTION PERIOD: JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00 **
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 550.00 **
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
7	Update Requests	1	Hourly	\$ 50.00
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
10	Document Requests	1	Hourly	\$ 2.00
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for First Option Period				\$ 7,552.00

***Transfer Total Price to the Pricing Summary (Page 5)**

** Price of preliminary title report is a credit against the price of the policy issued at close of escrow.

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

SECOND OPTION PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00 **
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 550.00 **
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
7	Update Requests	1	Hourly	\$ 50.00
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
10	Document Requests	1	Hourly	\$ 2.00
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Second Option Period				\$ 7,552.00

***Transfer Total Price to the Pricing Summary (Page 5)**

** Price of preliminary title report is a credit against the price of the policy issued at close of escrow.

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

THIRD OPTION PERIOD: JANUARY 1, 2021 THROUGH OCTOBER 31, 2021

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00 **
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 550.00 **
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
7	Update Requests	1	Hourly	\$ 50.00
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
10	Document Requests	1	Hourly	\$ 2.00
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Third Option Period				\$ 7,552.00

***Transfer Total Price to the Pricing Summary (Page 5)**

** Price of preliminary title report is a credit against the price of the policy issued at close of escrow.

SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

FOURTH OPTION PERIOD: JANUARY 1, 2022 THROUGH OCTOBER 31, 2022

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00 **
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 550.00 **
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 775.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,575.00
7	Update Requests	1	Hourly	\$ 50.00
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 750.00
10	Document Requests	1	Hourly	\$ 2.00
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Fourth Option Period				\$ 7,552.00

***Transfer Total Price to the Pricing Summary (Page 5)**

** Price of preliminary title report is a credit against the price of the policy issued at close of escrow.

PRICING SUMMARY*

INITIAL YEAR	\$ 7,552.00
FIRST OPTION YEAR	\$ 7,552.00
SECOND OPTION YEAR	\$ 7,552.00
THIRD OPTION YEAR	\$ 7,552.00
FOURTH OPTION YEAR	\$ 7,552.00
BASIS OF AWARD	\$ 37,760.00

SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE Subcontractor Participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the State of California DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

In the case of indefinite delivery/indefinite quantity Contracts, DVBE Subcontractor Participation Requirements shall be applied at the time of task order issuance based on the value of the individual task order. DVBE forms for the documentation required for individual task orders resulting from Contract award are contained within this solicitation.

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal for each task order where the value of services exceeds \$1 million in annual value, or must show a good faith effort to do so. Offeror does not need to submit documentation with its submittal, but must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan for each task order prior to issuance of each such task order. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort regardless of utilization calculated on the DVBE Subcontractor Participation Plan. Failure of the Offeror to comply with any task order DVBE requirement may adversely impact the potential for the Offeror to receive any further work under the contract.

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section	
Offeror:	N/A
Offeror's Representative:	

Job/Task Orders (to be completed at time of job/task order)	
Project Title:	N/A
Project/Activity No.:	
Bid/Proposal No.:	Bid/Proposal Date:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	Nonprofit Organization
<input type="checkbox"/>	Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: _____
<input type="checkbox"/>	Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a:
<input type="checkbox"/>	DVBE - State of California Certification #: _____
<input type="checkbox"/>	VOSB - U.S. VA Certification #: _____
<input type="checkbox"/>	SDVOSB - U.S. VA Certification #: _____

DVBE Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/>	Offeror will self-perform 100% of the services.
<input type="checkbox"/>	Complete and attach DVBE Subcontractor Participation Plan
<input type="checkbox"/>	Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBEs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.	N/A	N/A	N/A
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVBE Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB NO. 8425 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcountry.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).

2. Submit the following documents with your bid:

- Completed PC 600;
- Completed Representations and Certifications;
- Completed Indemnification Agreement;
- Completed Pricing Schedule;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204, no later than 11:00 a.m. on November 15, 2017**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.
6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on October 31, 2017**.

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the grand total bid price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:
 1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
 2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.

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7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT("NOI").

F. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

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Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

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This agreement (“Agreement”) is made and entered into on the date shown on the signature page (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and Contractor [# *enter full corporate title, describe company, located at (complete address)*] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Title and Escrow Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, [# *include Contractor’s offer including final revisions as Exhibit A-1 where applicable*], Exhibit B Insurance Requirements and Exhibit C, Payment [# *Schedule or Contractor’s Budget*]. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor’s expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

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Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into if it has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at

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the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

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Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved

3.3.4 Return, Transfer and Removal of Assets

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing. (Rev. 7/31/08)

4.1.1 General Principles. Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. *[Include all state or other funding source requirements]*. Contractor shall,

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at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

- 4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement
- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number *pursuant to Exhibit C*. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
- 4.1.5.1 Prompt payment for vendors and subcontractors.
- 4.1.5.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
- 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

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- 4.1.5.4 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 **Conditions Prerequisite To Payments.** County may elect not to make a particular payment if any of the following exists:
- 4.1.6.1 **Misrepresentation.** Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.1.6.2 **Unauthorized Actions by Contractor.** Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.1.6.3 **Default.** Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 **Withholding Of Payment.** County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 **Availability of Funding.** The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.1.9 **Disallowance.** In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

**ARTICLE 5
AGREEMENT ADMINISTRATION**

- 5.1 **County's Agreement Administrator.** The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

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5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6
CHANGES**

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7
SUSPENSION, DELAY AND TERMINATION**

7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete

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said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including

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facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

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- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: *[# Add Other Policies That May Apply for Certain Types of Services]*
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

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Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

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8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes

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under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. *[#Remove this clause unless federal funds are being used]* Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:
- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
 - 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
 - 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

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- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring,

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assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. [Note: Health and Human Services Agency (HHS) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov.] All other contractors will provide the following to their COR:
- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
 - 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or

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claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth

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in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and the Compliance Supplement (2CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall

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be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

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- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 “Drug & Alcohol Use” while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor’s program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

- 16.21.1 Contractor shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.21.

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16.21.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.3 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

16.22 Reserved

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of ____ 20__ (“Effective Date”) and end on ____ 20__ (“Initial Term”) for a total Agreement period of ____ years.

OPTION TO EXTEND. *[#Optional]* The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed _____, 20__, pursuant to Exhibit C Payment Schedule *or adjustment factor identified*. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed _____ (\$#####) for the initial term of this Agreement and _____ (\$#####) for each of the # one-year option periods, for a maximum Agreement amount of _____ (\$#####), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the Agreement price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer’s Representative (“COR”)

#Name and Title
#Address
#Address
#Phone, FAX and email

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

#Name and Title
#Address
#Address
#Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[#CONTRACTOR NAME]

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
[#Name and Title]

Date: _____

Date: _____

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Scope of Work/Purpose

The purpose of this work is to provide Title and Escrow Services to the Department of General Services, County of San Diego. The contractor shall be licensed by the State of California, Department of Insurance for a minimum a five (5) years.

Background

The County of San Diego, Department of General Services has recurring requirements for Title and Escrow services to support County real estate projects and transactions. Typical transactions may include the fee purchase of residential, large commercial or vacant land, acquisition of various types of easement interests for capital improvement projects. The County may also require policies of title insurance for issuance of new bonds or refinancing of existing bonds.

Requirements for Service Delivery

Title Services The contractor shall continue to be under the terms of this contract for all unfinished and opened files upon expiration of this contract. No new orders may be placed after contract expiration. When all unfinished and open files are completed, the contractor shall so notify the County and this contract will be terminated by virtue of completion.

Item 1. Preliminary Title Reports: Upon request, issue a preliminary title report for a specific property or properties, which may include easement interests. The time frame for such issuance not to exceed 10 workdays from the date of County's request. When bulk requests are made (10 or more) the Contractor shall process at least two orders a day until the request is completed, but in no case shall such time frame exceed 45 workdays. Each preliminary title report with back up documents shall be submitted electronically to the following County staff: helmer.rodriguez@sdcounty.ca.gov, laura.freitas@sdcounty.ca.gov and Thomas.mccabe@sdcounty.ca.gov . Orders are to be kept open until policy is issued or the County requests cancellation.

Item 2. Update Requests: Provide updates to original preliminary title reports as requested by County staff. Updates to preliminary title reports shall be provided at no charge if issued within two (2) years of the original preliminary report. Updates for preliminary title reports over two years old shall be charged in accordance with the contract provisions. These updates must be credited to the cost of a policy of title insurance when the policy is issued within two years.

Item 3. Litigation Guarantee Reports: Upon request, issue a litigation guarantee report(s) for eminent domain actions for a specific property, properties or easement interests. The time frame for such issuance shall not to exceed 10 workdays from date of request. Each litigation guarantee report and all back up documents shall be submitted to the County electronically.

Item 4. Policy of Title Insurance: Upon request, issue a policy of title insurance for a specific property, properties or easement interests. If requested with recording instructions, the policy or a letter certifying that the insured is insured, according to the recording instructions, shall be ready on the same day as recording. If requested after title has passed to the new party to be insured the time frame for the issuance of the policy shall not exceed 10 workdays from the date of request. Each policy shall be submitted in

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an original and one copy.

Item 5. Document Requests: Upon request, provide copies of documents from the Recorder's office and/or clerk of the court.

Item 6. Chain of Title Search: Upon request, issue a chain of title report with one copy of each vesting deed applicable to the chain. Such report shall be submitted within 10 workdays.

Item 7. Contiguous Parcels: Property vested in one ownership but located in different tracts, grants, subdivisions or government sections within San Diego County shall be construed as separate parcels and shall be billed individually as separate preliminary title reports. However separate parcels within the same tract, grant, subdivision or government section which abut to form one holding in one ownership shall be billed as one parcel.

Item 8. Billing for Title Services: Billings for work performed shall be submitted on a quarterly basis to the County's COR. Each billing shall reference, (1) County Oracle Release Number, (2) title order number, (3) County parcel number, (4) description of work performed, and (5) cost of the work performed.

Escrow Services

1. **Escrow:** Upon a request from County staff, the Contractor shall open an escrow and furnish the escrow number. Escrow shall remain open until recordation and issuance of a policy of title insurance occurs or the County requests cancellation. Escrow shall be performed as outlined hereafter.
2. **Documents:** Escrow shall obtain all necessary documents for closing the escrow from the appropriate parties to meet the requested close of escrow date. Such documents may consist of deeds, subordination agreements, re-conveyances, releases and any other documents required to comply with the way title is to be acquired. Property tax information shall be prepared by the County Tax Collector's office and provided to Escrow by County staff.
3. **Funding:** When escrow is ready to close, escrow will request County provide the appropriate amount of funds required to close Escrow, based on a Buyer's Closing Estimate approved by County. Escrow shall provide ten (10) working days notice to process a wire transfer or County warrant. If a wire transfer is requested, escrow must furnish wire instructions to County, including (a) account number, (b) name of financial institution, and (c) routing number where funds are to be transferred.
4. **Escrow Closure:** Upon receipt of all documents and money necessary to close the escrow, the escrow shall complete the required recordation of documents and payout all funds according to the requirements of the acquiring contract and payoff demands.
5. **Policy of Title Insurance:** Issue a policy of title insurance on the same date as the closing of the escrow or issue a letter certifying that the County is insured in accordance

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with contract/purchase agreement. In the latter instance, the policy shall be issued not later than 10 workdays, thereafter. The title policy shall be submitted to County electronically along with a copy of each recorded document.

6. **Billings for Escrow Services:** Escrow fees shall be billed in accordance with the escrow fee schedule attached to the Contractor's contract with the County. Escrow fees shall be included on the Buyer's (County's) Closing Estimate for each transaction processed through Escrow, and shall be paid by County through the wire or warrant processed for the particular transaction.

Pricing:

1. Pricing submitted for each specific year is to remain firm fixed for that year in the term period. All items within each term period must be priced to be considered responsive.
2. Estimated quantities are annual. For price comparison purposes, the litigation guarantee report and policy of title insurance will be based on a \$75,000 (residential and commercial) transaction. The escrow services fee price comparison will be based on a \$300,000 (residential and commercial) transaction.
3. There shall be no charge for updating a preliminary report if updated within two years of the issuance of the original report. The cost for updating a preliminary report (PRs) over two years old shall be included in the cost of a title policy.
4. The unit and total pricing for Escrow Services must be based on 100% of the escrow fee charged.
5. Commercial and Residential fee schedules for title policies, litigation guarantees, and escrow services must be submitted with the Bid. Upon award, fee schedules will be incorporated as an attachment to Exhibit C- Pricing Schedule.
6. The contract awarded under this RFB will be funded with a blanket purchase agreement authorizing unit payments upon certification by the COR that the services have been performed. For payment purposes, a task order will be issued for each requirement or group of requirements.
7. Estimated quantities for each year is as follows:

Description	UOM	Estimated Annual Quantity
Preliminary Title Report	Each	125
Policy of Title Insurance	Each	75
Escrow Services	Each	75
Update Requests	Hourly	75
Litigation Guarantee Report	Each	25
Document Requests	Hourly	100
Chain of Title Search	Hourly	5

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1 - TASK ORDER PROCESS**

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.
6. Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) appropriate to the professional services provided by Contractor under this contract.
- E. Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Fidelity: \$1,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

11. Claims Made Coverage

If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor’s commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys’ fees, incurred by County as a result of subcontractor’s failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION C, EXHIBIT C – PRICING SCHEDULE**

FOR CONTRACT PURPOSES SECTION A: PRICING SCHEDULE WILL BECOME
EXHIBIT C – PRICING SCHEDULE UPON CONTRACT EXECUTION

COMMERCIAL SALE ESCROW

AMOUNT OF SALE		RATE
Up To	500,000.00	\$1,230.00
500,001.00 to	1,000,000.00	\$2,180.00
1,000,001.00	1,500,000.00	\$2,680.00
1,500,001.00	2,000,000.00	\$3,180.00
2,000,001.00	And Above	Minimum \$3,180.00***

* Pro-rated to portion thereof by using nearest \$1,000 of sale amount as follows: Liability of 500,001 to 1,000,000 \$1230.00 + \$1.90 per \$1,000
Liability of 1,000,001 to 2,000,000 \$2,180.00 + \$1.00 per \$1,000

Minimum Rate is \$1230.00

*** If additional charges are to be made, they will be based on the costs incurred and additional responsibilities assumed by the Company. Such charges must be agreed to by the customer in writing; this includes customer's approval of the settlement statement or any other form of written approval.

North American Title Company
County of San Diego Escrow Pricing
for RFB 8425 11.13.2017



North American Title Insurance Company

Schedule of Rates
For use in the State of California

Effective August 5, 2016

This Schedule of Rates has been prepared in compliance with the Insurance Code of the State of California. Its purpose is to set forth rates, fees and charges for services regularly rendered.

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STATEWIDE BASIC INSURANCE RATE "A"

Explanation:

A. Statewide Basic Insurance Rate "A" (Basic Rate) is applicable to all counties in the State of California and is the Basic Rate used for computing all charges where title insurance is issued or is to be issued and where no escrow services are performed.

B. The percentage charge for additional coverages, reissues, endorsements, or other title insurance products, as provided for in the various sections of this Schedule of Rates, shall be computed using the Basic Rate, unless otherwise specified herein.

STATEWIDE BASIC INSURANCE RATE "A"

For Title Insurance
For use in all counties in the State of California

Liability up to	Rate	Liability up to	Rate	Liability up to	Rate	Liability up to	Rate	Liability up to	Rate
\$60,000	\$395	\$450,000	\$1,256	\$840,000	\$1,876	\$1,230,000	\$2,400	\$1,620,000	\$2,862
70,000	429	460,000	1,272	850,000	1,891	1,240,000	2,412	1,630,000	2,873
80,000	463	470,000	1,288	860,000	1,907	1,250,000	2,424	1,640,000	2,885
90,000	497	480,000	1,304	870,000	1,922	1,260,000	2,436	1,650,000	2,896
100,000	531	490,000	1,320	880,000	1,938	1,270,000	2,448	1,660,000	2,908
110,000	566	500,000	1,336	890,000	1,953	1,280,000	2,460	1,670,000	2,919
120,000	581	510,000	1,352	900,000	1,969	1,290,000	2,472	1,680,000	2,931
130,000	606	520,000	1,368	910,000	1,984	1,300,000	2,484	1,690,000	2,942
140,000	631	530,000	1,384	920,000	2,000	1,310,000	2,496	1,700,000	2,954
150,000	656	540,000	1,400	930,000	2,015	1,320,000	2,508	1,710,000	2,965
160,000	680	550,000	1,416	940,000	2,031	1,330,000	2,520	1,720,000	2,977
170,000	704	560,000	1,432	950,000	2,046	1,340,000	2,532	1,730,000	2,988
180,000	728	570,000	1,448	960,000	2,062	1,350,000	2,544	1,740,000	3,000
190,000	752	580,000	1,464	970,000	2,077	1,360,000	2,556	1,750,000	3,011
200,000	776	590,000	1,480	980,000	2,093	1,370,000	2,568	1,760,000	3,023
210,000	798	600,000	1,496	990,000	2,108	1,380,000	2,580	1,770,000	3,034
220,000	820	610,000	1,512	1,000,000	2,124	1,390,000	2,592	1,780,000	3,046
230,000	842	620,000	1,528	1,010,000	2,136	1,400,000	2,604	1,790,000	3,057
240,000	864	630,000	1,544	1,020,000	2,148	1,410,000	2,616	1,800,000	3,069
250,000	886	640,000	1,560	1,030,000	2,160	1,420,000	2,628	1,810,000	3,080
260,000	908	650,000	1,576	1,040,000	2,172	1,430,000	2,640	1,820,000	3,092
270,000	930	660,000	1,592	1,050,000	2,184	1,440,000	2,652	1,830,000	3,103
280,000	952	670,000	1,608	1,060,000	2,196	1,450,000	2,664	1,840,000	3,115
290,000	974	680,000	1,624	1,070,000	2,208	1,460,000	2,676	1,850,000	3,126
300,000	996	690,000	1,640	1,080,000	2,220	1,470,000	2,688	1,860,000	3,138
310,000	1,014	700,000	1,656	1,090,000	2,232	1,480,000	2,700	1,870,000	3,149
320,000	1,032	710,000	1,672	1,100,000	2,244	1,490,000	2,712	1,880,000	3,161
330,000	1,050	720,000	1,688	1,110,000	2,256	1,500,000	2,724	1,890,000	3,172
340,000	1,068	730,000	1,704	1,120,000	2,268	1,510,000	2,735	1,900,000	3,184
350,000	1,086	740,000	1,720	1,130,000	2,280	1,520,000	2,747	1,910,000	3,195
360,000	1,104	750,000	1,736	1,140,000	2,292	1,530,000	2,758	1,920,000	3,207
370,000	1,122	760,000	1,752	1,150,000	2,304	1,540,000	2,770	1,930,000	3,218
380,000	1,140	770,000	1,767	1,160,000	2,316	1,550,000	2,781	1,940,000	3,230
390,000	1,158	780,000	1,783	1,170,000	2,328	1,560,000	2,793	1,950,000	3,241
400,000	1,176	790,000	1,798	1,180,000	2,340	1,570,000	2,804	1,960,000	3,253
410,000	1,192	800,000	1,814	1,190,000	2,352	1,580,000	2,816	1,970,000	3,264
420,000	1,208	810,000	1,829	1,200,000	2,364	1,590,000	2,827	1,980,000	3,276
430,000	1,224	820,000	1,845	1,210,000	2,376	1,600,000	2,839	1,990,000	3,287
440,000	1,240	830,000	1,860	1,220,000	2,388	1,610,000	2,850	2,000,000	3,299

For each \$10,000 of additional liability, or any fraction thereof, above \$2,000,000 add \$6.00.

SECTION A: GENERAL INFORMATION

A-1 Applicability of Rates

Liability for the charges set forth in this Schedule of Rates accrues immediately upon recording of documents which impose potential liability upon the Company under the products issued. Any services rendered or assurances given subsequent to an initial transaction will be charged for separately in accordance with this Schedule of Rates.

A-2 Computation of Rates (Increased Liability)

The rates shall always be applied on a per unit of insurance basis, in multiples of \$10,000, including any fraction thereof, in accordance with the division of such units as set forth in the Basic Rate. The charge for increased liability shall be the difference between the scheduled charge based upon the amount of insurance shown in the initial policy and the scheduled charge based upon the ultimate amount of insurance issued at the appropriate rate for the type of insurance involved.

A-3 Corrections

When scrivener's errors were the result of a title agent's error or mistake, no charge shall be made for corrections.

A policy may be rewritten or a corrective endorsement issued, where required to correct an error, for a charge commensurate with the work necessary and the circumstances involved, when the error results from misinformation provided by an insured or its agent(s).

A-4 Associate Rate

No charge shall be made to associates (employees) of North American Title Insurance Company, its subsidiaries or affiliated companies (including former associates on approved retirement), for policies issued in connection with the financing, refinancing, sale or purchase of the associate's *bona fide* primary residence. Waiver of such charges are authorized only in connection with those costs which the associate would be obligated to pay, by established custom, as a party to the transaction and further subject to the rules, conditions, restrictions and requirements as authorized by the President of North American Title Insurance Company, and as published in the Company's most recent Associate Reference Guide or Employment Handbook for Associates.

A-5 Fair Market Value

The fair market value shall be considered the sales price. Where no sale is involved, the fair market value shall be determined from available information, including but not limited to appraisals, tax records, broker's valuations, comparable sales analysis, etc.

The Company will not issue title insurance for less than the fair market value of the estate or interest to be insured. Insurance in excess of such value should be approved in advance by NATIC underwriting counsel. Where an Owner's Policy and a construction Loan Policy are issued concurrently, the Owner's Policy may be issued in the amount of the purchase price or the contemplated value of the land with the improvements after completion so long as an approved escalator clause is included as an exception to title in any policy of title insurance.

Where undivided interests in a property are being conveyed or encumbered, the policy may be issued describing such undivided interests and charged for based upon the value of such undivided interests at the applicable rate.

A-6 Inspection Charge

If an inspection of the property has been made in connection with the issuance of a report or policy, a fee may be charged in addition to the applicable Basic Rate, depending on time spent

and distance traveled. This rate of such charge may vary in different areas and the amount charged is within the sole discretion of agent management.

A-7 **Multiple Recordings/ Insurance (Transaction)**

In some transactions, it will be necessary to cause certain documents to be recorded, for example, at 8:00 a.m., and other documents at 8:01 a.m. or at some later time than the usual recording time on the same day and the policies are to be issued accordingly. The charges to be affixed shall be computed in the same manner as if the recording was accomplished and the policies issued, simultaneously. If duplicate insurance is required, insuring more than one owner at different times, the charge is based upon the amount of insurance to the last insured owner. To this amount shall be added as an additional charge of a minimum of 25% of Basic Rate, plus \$100.00 for the extra policy.

A-8 **Additional Parcel or Chain**

- A. Property vested in one owner and located in the same tract, grant, subdivision, government section, swamp and overflow or tideland survey shall be construed as one parcel.
- B. Property vested in one owner but located in different tracts, grants, subdivisions, government sections, swampland overflow or tideland surveys within the State of California shall be construed as separate parcels and a minimum additional charge of \$50.00 for each separate parcel is added to the applicable rate charged for the type of policy or guarantee to be issued, based upon the aggregate liability, except where such separate parcels within the same county abut to form one parcel in one owner (if more than one policy or guarantee is issued, \$100.00 additional charge for each policy or guarantee over one to be issued).

This additional parcel charge applies even though several parcels may have been included within one covered under a prior policy insuring one owner.

- C. Property divided by a county line is non-contiguous and the additional chain charge is applicable in such cases.
- D. Property vested in different owners, regardless of whether they are in the same or a different tract, grant, subdivision, government section, swamp and overflow or tideland survey, shall be construed as separate chains of title and the applicable rate for the type of policy or guarantee to be issued shall be applied on each separate owner or chain of title.

A-9 **Definitions**

- A. ALTA- American Land Title Association.
- B. Assured – The benefitted party under a guarantee.
- C. Basic Rate- The California Statewide Basic Rate of Insurance “A.”
- D. Binder- CLTA Interim Binder or Binder to Insure Future Financing.
- E. CLTA- California Land Title Association.
- F. Commitment- ALTA Plain Language Commitment or ALTA Commitment.
- G. Company- North American Title Insurance Company and its agents.
- H. D.V.A. – U.S. Department of Veterans’ Affairs.
- I. Expanded Coverage- ALTA/ CLTA Homeowner’s Policy of Title Insurance and ALTA Expanded Coverage Residential Loan Policy.

- J. Extended Coverage- Any of the following policies issued without Western Regional Exceptions: ALTA Loan Policy, ALTA Short Form Residential Loan Policy and ALTA Owner's Policy.
- K. F.H.A. – Federal Housing Administration (U.S. Department of Agriculture Rural Credit Agency).
- L. Insured- The parties listed on Schedule A of any policy of title insurance issued on the Company.
- M. Leasehold Policy- Any form of policy modified to insure a leasehold estate.
- N. Loan Policy- Any CLTA or ALTA form of policy insuring a lender or assignee.
- O. Owner's Policy- Any CLTA or ALTA form of policy insuring an owner, optionee or vendee.
- P. Regional Exceptions- California or Western Regional Schedule B exceptions which provide exceptions from coverage in various policy forms as a matter of local practice.
- Q. Standard Coverage- Any CLTA policy, ALTA U.S. Policy, or any of the following policies which are issued with Western Regional Exceptions: ALTA Owner's Policy, ALTA Loan Policy and ALTA Short Form Residential Loan Policy.

A-10 **Policy Forms**

The policy forms referred to in this Schedule of Rates and Fees are:

- A. ALTA Leasehold Owner's Policy
- B. ALTA Leasehold Loan Policy
- C. ALTA Loan Policy
- D. ALTA Loan Policy with Regional Exceptions
- E. ALTA Expanded Coverage Residential Loan Policy
- F. ALTA Owner's Policy
- G. ALTA Owner's Policy with Regional Exceptions
- H. ALTA Short Form Residential Loan Policy
- I. ALTA U.S. Policy
- J. America First Homeowner Policy (ALTA/ CLTA Homeowner's Policy of Title Insurance)
- K. America First Loan Policy (ALTA Expanded Coverage Residential Loan Policy)
- L. CLTA Oil Leasehold Policy
- M. CLTA Standard Coverage Policy
- N. North American Title Insurance Company Limited Coverage Policy

A-11 **Government Contracts**

From time to time, contracts may be entered into with governmental agencies or entities for the furnishing of guarantees or policies of title insurance for agreed upon charges for the type of service or coverage requested. Minimum rates shall apply. Other discounts shall not apply. All contracts must be submitted to the Company underwriting department for prior approval.

A-12 **Minimum Charges**

The charges set forth herein are minimum charges. Additional fees may be charged when appropriate, based on the nature of the work involved or the risk to be assumed, with any such additional charge approved by the customer in advance.

A-13 **Rounding**

In the event that the charge for any coverage or service is not an exact dollar total, the actual charge for the coverage or service shall be rounded up to the next even dollar amount.

A-14 **Streamline Search**

A search package and preliminary report for a refinance transaction where the lender will accept generic exceptions for easements, servitudes, covenants, conditions, restrictions and any lease, grant, exception or reservation of mineral interests appearing in the public record, without providing specific recording information in the policy.

SECTION B: OWNER'S INSURANCE (Residential)

For use with typical consumer, residential, 1-4 family transactions. For all other types of transactions, see Section C: OWNER'S INSURANCE (Commercial).

B-1 Basic Charge

A.	Standard	100% of Basic Rate, minimum \$395.00
B.	Extended	125% of Basic Rate, minimum \$500.00
C.	Expanded	110% of Basic Rate, minimum \$435.00

The minimum charge is based upon the fair market value of the estate or interest covered as defined in Section A-5. Additional charges shall be added to the applicable Basic Rate if additional parcels or chains of title are involved (Section A-8), if surveys are required, if additional coverages are provided, or if additional work charges are necessary.

Owner's insurance may be issued in the amount of the purchase price of property where construction loans are involved and a separate loan policy of title insurance is to be issued concurrently, the charges for which are provided for under Section C.

B-2 Reissue of Owner's Policy

A policy of title insurance may be reissued to update an insured's title where no current transaction is involved or coverage under the existing policy would continue under the terms of such existing policy of title insurance. There shall be no time limitation for use of prior Owner's Policy.

Reissuance of the Owner's Policy as set forth above may be reissued for a premium charge of \$500. For this reissue rate to apply, the policy form type and insurance amount shall remain the same. Excess insurance will be priced on an increased liability basis and shall be added to the \$500 charge noted above. Increased liability shall be calculated based on the difference between the reissued policy type and the new policy type; (a) the current scheduled rate in effect for the prior policy and the new, reissued policy (including any insurance limit increase included in the ALTA Homeowner's policy Conditions for the first 5 years after issuance) and (b) the current scheduled rate for the type of policy that will be reissued.

B-3 Vendee's Policy

A.	Original Policy -	Basic Charge (Section B-1)
B.	Reissue Policy -	50% of Basic Rate, minimum \$395.00, if Standard Coverage 55% of Basic Rate, minimum \$500.00, if Expanded Coverage 75% of Basic Rate, minimum \$500.00, if Extended Coverage

The charge for the original policy insuring a vendee under a contract of sale is based upon the full value of the estate or interest covered. The charge for the reissue policy is made at the time the deed is given in fulfillment of the contract provided the reissue policy insures the originally named vendee as the owner in the same amount and coverages as the original policy. Insurance issued in excess of the original policy shall be charged for on an increased liability at the appropriate per-unit rate for the type of insurance issued. If the original issue policy is Standard Coverage Policy form and the reissue is to be Extended Coverage, then add an additional 55% of Basic Rate (based on the amount of insurance issued for the additional coverage policy form) to the charge of 50% specified in paragraph B-1 above.

C. If a policy insuring a vendee under a Department of Veterans Affairs of the State of California contract of sale for the full sales price is issued under this section, then a concurrent CLTA Standard Owner's Policy may be issued to the Department of Veteran Affairs for the amount of the contract for a charge of \$100.00.

B-4 Transfer of Undivided Interest

The applicable charge is the Basic Charge (Section B-1) based upon the interest conveyed and the type of insurance issued.

- A. When undivided interests in a parcel of land are being conveyed, and no other transaction such as a resale or loan covering the remaining interest is involved, the policy may be issued describing such interest and charged for in an amount equal to the full value of such undivided interest only. If the grantee acquiring such undivided interest and the insured owner of the remaining interest request that the policy be issued at full value covering the entire interest, then the charge shall be the total of the charge applicable for insuring the transfer of the undivided interest plus 50% of the Basic Rate based upon the remaining difference between the amount of the sale price of the undivided interest and the amount of insurance shown in the original policy. Insurance in excess of the amount shown in the original policy shall be charged for on an increased liability basis at the appropriate per-unit rate for the type of insurance issued.
- B. When specified undivided interests are being conveyed, and concurrently therewith a loan is being placed on the entire interest and a joint policy is requested, the policy should be issued and premium charged in an amount equal to full market value of the property at the applicable insurance rate.
- C. As an alternative, owner's insurance policy may be issued covering only the undivided interest so conveyed at the applicable insurance rate (Section B-1), and separate loan policy may be issued under a separate policy on the entire interest covered by the loan at the applicable insurance rate (Section D).

B-5 Owner's Policy Following a Foreclosure or a Deed in Lieu of Foreclosure

Where an Owner's Policy is to be issued to a purchaser from the foreclosing lender following a foreclosure or deed in lieu of foreclosure, the rate shall be 72% of the applicable charge under Section B-1, for the type of coverage requested. Minimum rates shall apply.

Where the Owner's Policy is to be issued to a federal agency or instrumentality thereof which is the guarantor under a contract of insurance, the trustee's deed or deed in lieu of foreclosure may be recorded and the issuance of the policy deferred for a period not to exceed twenty-four (24) months at no additional charge except for increased liability, if any. Minimum rates shall apply.

The minimum liability of any policy issued under this Section B-5 shall be based upon the amount of the defaulted loan plus the unpaid balance of any prior loan to which the title is to remain subject, unless it can be demonstrated that the actual value of the estate or interest to be insured is less than this amount. Minimum rates shall apply.

SECTION C: OWNER'S INSURANCE (Commercial)

For use with for commercial, industrial, agricultural, vacant land, apartment, and certain atypical residential transactions. For typical consumer, residential, 1-4 family transactions, see Section B: OWNER'S INSURANCE (Residential) herein.

C-1 Basic Charge

- a. Standard Coverage: 100% of the Basic Rate, minimum \$395
- b. Extended Coverage: 125% of the Basic Rate, minimum \$494

C-2 Reissue of Owner's Policy

- a. Reissue to update insured's title where no transaction is involved. No time limit.

CLTA Standard Coverage Policy on original issue and re-issue - 25% of Basic Rate (based upon the amount of the outstanding insurance, minimum \$395.00, maximum \$650.00) plus an increased liability charge based on the rate applicable for each unit of insurance issued in excess of the original policy amount.

ALTA Owner's Policy Extended Form on original issue and re-issue - 40% of Basic Rate (based upon the amount of the outstanding insurance, minimum \$395.00, maximum \$850.00) plus an increased liability charge based on the rate applicable for each unit of insurance issued in excess of the original policy amount.

CLTA Standard Coverage Policy on original issue and ALTA Owner's Policy Extended Form on reissue - 60% of Basic Rate (based upon the amount of the outstanding insurance, minimum \$395.00, maximum \$650.00) plus an increased liability charge based on the rate applicable for each unit of insurance issued in excess of the original policy amount.

- b. Reissue to update an insured owner's title to include a new loan. The fee for concurrent lender policy shall be as set forth in D-1. Time limit of twenty-four (24) months from the date of existing policy. After twenty-four months, the Basic Charge under Section C-1 will apply.

CLTA Standard Coverage Policy on original issue and reissue - 25% of Basic Rate (based upon the amount of the outstanding insurance, minimum \$395.00) plus an increased liability charge based on the rate applicable for each unit of insurance issued in excess of the original policy amount.

ALTA Owner's Policy Extended Form on original issue and reissue - 40% of Basic Rate (based upon the amount of the outstanding insurance, minimum \$395.00) plus an increased liability charge based on the rate applicable for each unit of insurance issued in excess of the original policy amount.

CLTA Standard Coverage Policy on original issue and ALTA Owner's Policy Extended Form on reissue - 60% of Basic Rate (based upon the amount of the outstanding insurance, minimum \$395.00) plus an increased liability charge based on the rate applicable for each unit of insurance issued in excess of the original policy amount.

C-3 Vendee's Policy

- A. Original Policy - Basic charge applicable (Section B-1)
- B. Reissue Policy - 50% of Basic Rate, minimum \$395.00, if Standard Coverage
75% of Basic Rate, minimum \$500.00, if Extended Coverage

The charge for the original policy insuring a vendee under a contract of sale is based upon the full value of the estate or interest covered. The charge for the reissue policy is made at the time the deed is given in fulfillment of the contract provided that the reissue policy insures the originally named vendee as the owner in the same amount and coverage as the original policy. Insurance issued in excess of the original policy shall be charged for on an increased liability at the appropriate per-unit rate for the type of insurance issued. If the original issue is Standard Coverage and the reissue is to be Extended Coverage, add an additional 55% of Basic Rate, based on the amount of insurance issued for the additional coverage policy form, to the charge of 50% specified in C-1.

C-4 Purchase, Improvement and Sale with Leaseback

This Section C-4 is applicable only when the Company issues the title insurance policy for the following transactions:

1. A property to be developed with improvements is purchased by a party who obtains an Owner's Policy (the initial insured),
2. The initial insured has agreed to transfer the property and improvements to a predetermined purchaser, who has agreed to lease the property back to the initial insured, and
3. An Owner's Policy to the predetermined purchaser and a Leasehold Policy to the initial insured/lessee are issued within twenty-four (24) months from the expiration date of the statutory period for filing mechanics' liens.

Pricing for this Section C-4 shall be as follows:

1. Initial Insured's Owner's Policy- The rate shall be the applicable charge under Section B-1 or Section H if applicable, for the type of coverage requested, based upon the full value of the estate or interest insured.
2. Predetermined Purchaser's Owner's Policy- The following charges are applicable with respect to insurance up to and including the amount of the initial insured's Owner's Policy issued in accordance with sub-paragraph 1 above:
 - (a) Where both the initial insured's Owner's Policy and the predetermined purchaser's Owner's Policy are Standard Coverage- 30% of the Basic Rate, minimum \$395.
 - (b) Where both the initial insured's Owner's Policy and the predetermined purchaser's Owner's Policy are Extended Coverage- 45% of the Basic Rate, minimum \$494.
 - (c) Where the initial insured's Owner's Policy is Standard Coverage and the predetermined purchaser's Owner's Policy is Extended Coverage- 75% of the Basic Rate, minimum \$494.
3. Initial Insured's Leasehold Policy- The following charges are applicable with respect to insurance up to and including the amount of the predetermined purchaser's Owner's Policy issued in accordance with subsection 2 above:
 - (a) Where the initial insured's Leasehold Policy is Standard Coverage, the rate shall be \$395.
 - (b) Where the initial insured's Leasehold Policy is Extended Coverage, the rate shall be \$494.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The

charge for increased liability shall be the difference between: (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

C-5 Owner's Policy Following a Foreclosure or a Deed in Lieu of Foreclosure

Where an Owner's Policy is to be issued to a purchaser from the foreclosing lender following a foreclosure or deed in lieu of foreclosure, the rate shall be 72% of the applicable charge under Section B-1, for the type of coverage requested. Minimum rates shall apply.

Where the Owner's Policy is to be issued to a federal agency or instrumentality thereof which is the guarantor under a contract of insurance, the trustee's deed or deed in lieu of foreclosure may be recorded and the issuance of the policy deferred for a period not to exceed twenty-four (24) months at no additional charge except for increased liability, if any. Minimum rates shall apply.

The minimum liability of any policy issued under this Section B-5 shall be based upon the amount of the defaulted loan plus the unpaid balance of any prior loan to which the title is to remain subject, unless it can be demonstrated that the actual value of the estate or interest to be insured is less than this amount. Minimum rates shall apply.

C-6 REO Portfolio Property Sales

Where the Company is handling a transaction involving a group of properties, whether or not contiguous or in the same county, under common ownership by reason of foreclosure or deeds in lieu of foreclosure, and the owner of the properties is selling all of the properties to a single purchaser, the rate shall be as set forth in Section I of this Schedule of Rates and Fees.

C-7 Mineral Interests

When the Company issues insurance covering a mineral interest that is separated from the surface ownership, the policy may be issued in an amount agreed upon between the insured and the Company.

The rate shall be 250% of the applicable charge under Section B-1, for the type of coverage requested, with a minimum charge of \$750.

Note: Mineral interest policies shall be approved by Company underwriting counsel prior to issuance.

C-8 Optionee's Policy

a. Original policy covering an optionee's interest- The applicable charge under Section B-1, for the type of coverage requested, based upon either the price paid for the option or the full purchase price to be paid upon exercise of the option.

b. Final Policy:

1. Where the original policy was issued in the amount of the price paid for the option, the applicable charge under Section C-1, for the type of coverage requested, based upon the full purchase price paid upon exercise of the option.
2. Where the original policy was issued in the amount of the full purchase price to be paid upon exercise of the option:
 - (a) Where both the original and the final policies are Standard Coverage, the rate shall be 25% of the applicable charge under Section C-1, for the type of coverage requested, based upon the original policy amount.
 - (b) Where both the original and the final policies are Extended Coverage, the rate shall be 40% of the applicable charge under Section C-1, for the type of coverage

requested, based upon the original policy amount.

- (c) Where the original policy is Standard Coverage and the final policy is Extended Coverage, the rate shall be 60% of the applicable charge under Section C-1, for the type of coverage requested.
- (d) Where both the original and the final policies are America First Homeowner's Policies, the rate shall be 35% of the applicable charge under Section B-1, for the type of coverage requested, based upon the original policy amount.
- (e) Where the original policy is not an America First Homeowner's Policy and the final policy is an America First Homeowner's Policy, the rate shall be 65% of the applicable charge under Section B-1, for the type of coverage requested, based upon the original policy amount.

These rates apply so long as the named insured is the same in both the original and the final policies. Minimum rates shall apply.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between: (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

C-9 Conversion of an Insured Leasehold Estate to a Fee Estate

When a leasehold owner insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate so acquired for the following charges:

- a. Where both the original and the new policies are Standard Coverage, the rate shall be 25% of the applicable charge under Section C-1, for the type of coverage requested, based upon the original policy amount.
- b. Where both the original and the new policies are Extended Coverage, the rate shall be 40% of the applicable charge under Section C-1, for the type of coverage requested, based upon the original policy amount.
- c. Where the original policy is Standard Coverage and the new policy is Extended Coverage, the rate shall be 60% of the applicable charge under Section C-1, for the type of coverage requested, based upon the original policy amount.
- d. Where both the original and the new policies are America First Homeowner's Policies, the rate shall be 35% of the applicable charge under Section B-1, for the type of coverage requested, based upon the original policy amount.
- e. Where the original policy is not an America First Homeowner's Policy and the new policy is an America First Homeowner's Policy, the rate shall be 65% of the applicable charge under Section B-1, for the type of coverage requested, based upon the original policy amount.

Minimum rates shall apply.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between: (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

C-10 Interim Binder (Binder to Insure Resale)

Preliminary to the issuance of an Owner's Policy, a binder to insure a resale within twenty-four (24) months of the date of closing may be issued for a rate of 10% of the applicable charge under Section B-1, for the type of coverage requested, based upon the liability amount. This charge is in addition to the applicable charge for an Owner's Policy. This charge for the binder, together with the applicable charge for an Owner's Policy, must be collected by the Company at the time of issuance of the binder.

Prior to its expiration, a binder may be extended for successive twelve (12) month periods for an additional charge, per twelve (12) month period extension, of 10% of the applicable charge under Section B-1, for the type of coverage requested, based upon the liability amount.

Provided an Owner's Policy is issued prior to the expiration of a binder insuring the nominee of the vestee named in the binder, there shall be no charge for liability amounts up to the amount stated in the binder for the same form of coverage.

Where the binder contemplated the issuance of a Standard Coverage policy, but the policy issued is Extended Coverage, an additional 25% of the applicable charge under Section C-1, for the type of coverage requested, shall be made based upon the policy liability amount. Likewise, Expanded Coverage may also be issued (ALTA Homeowner's Policy) for an additional 10% premium under Section B-1.

The binder may be reissued to reflect an interim transfer of title prior to the ultimate resale for another 25% of the applicable charge under Section B-1, for the type of coverage requested, based upon the binder amount.

Insurance in excess of the original binder shall be priced at the applicable charge set forth in Section C-1, for the type of coverage requested, based upon the liability amount. The charge for increased liability shall be the difference between: (1) the scheduled charge based upon the amount of the binder in effect at the time of the request and (2) the scheduled charge based upon the ultimate amount of the binder issued at the appropriate charge for the type of coverage requested.

SECTION D: LENDER'S INSURANCE (Residential)

For use with typical consumer residential 1-4 family transactions. For all other types of transactions, see Section E: LENDER'S INSURANCE (Commercial).

D-1 Loan Rate

a. Standard Coverage

1. No sale involved- 80% of Basic Rate, minimum \$395.00.
2. When issued in conjunction with an Owner's Policy for full value, \$100.00 for additional policy to the extent that the aggregate liability of all loan policies issued concurrently with an Owner's Policy does not exceed the liability amount of the Owner's Policy. Insurance in excess of the Owner's Policy amount should be charged for on an increased liability basis.

b. Extended

1. No sale involved-100% of Basic Rate, minimum \$395.00.
2. To the extent that the aggregate liability of all loan policies issued concurrently with a standard coverage or expanded coverage Owner's Policy does not exceed the liability amount of the Owner's Policy, 40% of Basic Rate, plus \$100.00.
3. To the extent that the aggregate liability of all loan policies issued concurrently with an extended coverage Owner's Policy does not exceed the liability amount of the Owner's Policy, \$100.00. Insurance in excess of the Owner's Policy amount should be charged for on an increased liability basis. There shall be an additional charge of \$100.00 for each policy.

c. Expanded

1. No sale involved -110% of Basic Rate, minimum \$435.00.
2. To the extent that the aggregate liability of all loan policies issued concurrently with a standard coverage or expanded coverage Owner's Policy does not exceed the liability amount of the Owner's Policy, 40% of Basic Rate, plus \$100.00. The result shall then be multiplied by 110%.
3. To the extent that the aggregate liability of all loan policies issued concurrently with a standard coverage Owner's Policy does not exceed the liability amount of the Owner's Policy, 40% of Basic Rate, plus \$100.00. There shall be an additional charge of \$100.00 for each policy. The result shall then be multiplied by 110%

When issued in connection with a loan guaranteed by the Federal Housing Administration (F.H.A.) or other governmental unit, the maximum charge shall not exceed the maximum charge allowed by the governmental unit.

D-2 Multiple Loan Policies

When multiple loans (by the same or different lenders) to the same owner are recorded concurrently and provided the same policy type is being issued for each loan, the rate shall be based upon the aggregate amount of the loans, at the appropriate charge for the type of coverage requested, plus \$100 for each Loan Policy over one.

D-3 **Standard Loan Policy in Connection with ALTA**

A CLTA Standard Coverage Policy insuring a second loan issued concurrently with an ALTA Extended Loan Policy Additional Coverage is issued for 80% of Basic Rate on an increased liability basis, based on the amount of the second deed of trust, plus \$100.00 for the extra policy.

D-4 **Improved One-to-Four Family Residential Refinance Loan**

Not Available for Loans for Purposes of Financing Acquisition of the Property or Construction, Remodeling or Rehabilitation.

This rate is available for refinances of improved one-to-four family residential properties only. The rate is not available for construction loans (including remodeling and rehabilitation) or purchase money/acquisition loans. Single loan policies are priced below. See the Rate in Paragraph D-2 for multiple loan policies.

Policy liability up to:	Short Form Loan Policy with Short Form Preliminary Report or Commitment	Any Loan Policy Other than a Short Form Loan Policy with Short Form Preliminary Report or Commitment
\$250,000	\$325	\$385
\$500,000	\$450	\$600
\$750,000	\$575	\$1,150
\$1,000,000	\$650	\$1,350
\$1,500,000	\$950	\$1,760
\$2,000,000	\$1,225	\$2,250
\$3,000,000	\$1,850	\$2,800
\$4,000,000	\$2,650	\$3,400
\$5,000,000	\$3,525	\$4,100
In excess of \$5,000,000	Not available	For each \$1,000,000 of liability above \$5,000,000, or any fraction thereof, add \$600.

Standard endorsements are included in the rates set forth above. Additional fees may be charged for services such as recording, process service fee, sub-escrow fees, wire transfer fees and overnight delivery charges.

Maximum liability for the Short Form Loan Policy with Short Form Preliminary Report or Commitment is \$5,000,000.

D-5 **Disaster Loans**

- A. Lender's insurance (CLTA or ALTA Loan Policy Additional Coverage forms) covering the financing or refinancing required by an owner of record within twenty-four (24) months of the date of proclamation of a California state disaster, in rebuilding any structure which was partially or totally destroyed in the disaster area, will be issued for 80% of the charge applicable based on the type and amount of insurance, minimum \$395.
- B. Lender's insurance (CLTA or ALTA Loan Policy Additional Coverage forms) covering the financing or refinancing through a F.H.A. (U.S. Department of Agriculture Rural Credit Agency) loan required by an owner of record within twenty-four (24) months of the date of

Proclamation of a State Disaster, where property damage or severe production losses have occurred because of a natural disaster, will be issued for 80% of the charge applicable based on the type and amount of insurance, minimum \$395.

D-6 **Limited Coverage Policy**

A Limited Coverage Policy will be issued in a liability amount of up to \$200,000 for a fee of \$110. One continuation report and/or update report will be issued within a six (6) month period from date of the issued limited coverage policy. The Limited Coverage Policy will be used in place of the preliminary report form customarily furnished by the Company.

SECTION E: LENDER'S INSURANCE (Commercial)

For use with for commercial, industrial, agricultural, vacant land, apartment, and certain atypical residential transactions. For typical consumer residential 1-4 family transactions, see Section E: LENDER'S INSURANCE (Residential).

E-1 Basic Charge

When neither an Owner's Policy nor a binder to insure resale is being issued concurrently, the charges for loan policies priced under this Section shall be based upon liability amounts that are not less than the lesser of (1) the loan amount or (2) the value of the property.

- a. Standard Coverage- 80% of the Basic Rate, minimum \$395.
- b. Extended Coverage- 100% of the Basic Insurance Rate, minimum \$395.

E-2 Concurrent Loan Policy Charge

This Section E-2 is to be used for pricing loan policies issued concurrently with owner's policies or binders to insure resale.

a. If a single Loan Policy is being issued:

1. Standard Coverage Loan Policy

When any form of Owner's Policy is being issued, there shall be a charge of \$100.

2. Extended Coverage Loan Policy

When a Standard Coverage or America First Homeowner's Policy is being issued, the charge for the Extended Coverage or America First Loan Policy shall be 40% of the rate applicable for the type of owner's coverage requested, based upon the amount of the loan, plus \$100.

Insurance in excess of the Owner's Policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of the Owner's Policy and (2) the scheduled charge based upon the amount of insurance to be provided by the Loan Policy at the appropriate charge for the type of coverage requested.

The first policy shall be charged at the regularly scheduled rate. The second policy shall be charged at the difference of the aggregate fee, plus \$100.00

- b. If multiple loan policies (insuring the same or different lenders) are being issued, liability amounts shall be aggregated if the policy types are the same.

1. Standard Coverage Loan Policy - When any form of Owner's Policy is being issued, there shall be no charge for the first Standard Coverage Loan Policy. For each additional Standard Coverage Loan Policy, add \$100.

2. Extended Coverage Loan Policy -When a Standard Coverage or America First Homeowner's Policy is being issued, the charge for the Extended Coverage loan policies shall be as follows 40% of the Basic Rate, based upon the aggregate liability of all loan policies, plus \$100 per policy.

When an Extended Coverage Owner's Policy is being issued, the charge for the

Extended Coverage loan policies shall be \$100 per policy.

Insurance in excess of the Owner's Policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of the Owner's Policy and (2) the scheduled charge based upon the aggregate amount of insurance to be provided by the loan policies at the appropriate charge for the type of coverage requested.

When a policy is issued in connection with a loan guaranteed by the Federal Housing Administration (F.H.A.) or other governmental unit, the maximum charge shall not exceed the maximum charge allowed by the governmental unit.

E-3 Refinance Rate

Any policy issued in connection with a loan transaction where the loan proceeds are being used for the purpose of the refinance of existing secured debt shall be issued at 80% of the applicable charge under Section C-1, for the type of coverage requested, minimums under Section C-1 apply. This Refinance Rate shall not be used for construction loans.

E-4 Construction Loan Package 10 (LP 10) Coverage

LP 10 consists of an original Extended Coverage policy at the Basic Rate for the construction loan and a reissued Extended Coverage policy at 40% of the Basic Insurance Rate for the permanent loan.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

E-5 Additional Advances

Provided the original Loan Policy was issued by the Company, the following charges apply to policies insuring additional advances under the loan documents, based upon the amount of the advance:

- a. Standard Coverage - 80% of the Basic Insurance Rate from dollar one, minimum \$395.
- b. Extended Coverage - 100% of the Basic Insurance Rate from dollar one, minimum \$395.

For insurance by endorsement, see Section N-1, CLTA 108 series endorsements.

E-6 Multiple Loan Policies – Loan Only Transaction

When multiple loans (by the same or different lenders) to the same owner are recorded concurrently, provided the same policy type is being issued for each loan, the rate shall be based upon the aggregate amount of the loans, at the appropriate charge for the type of coverage requested, plus \$100 for each loan policy over one. The first policy shall be charged at the regularly scheduled rate. The second policy will be charged at the difference of the aggregated fee, plus the \$100.00.

E-7 Disaster Loans

Policies insuring loans for the purpose of financing reconstruction of damaged or destroyed structures or property within a governmentally declared disaster area that are made within twenty-four (24) months of the date of the declaration may be issued for 60% of the otherwise applicable charge for the type of coverage requested. Minimum charge shall be \$395.

E-8 Mineral Interests

When the Company issues insurance covering a mineral interest that is separated from the surface ownership, the policy may be issued in an amount agreed to by the insured and the Company.

The charge shall be -160% of the applicable charge under Section F-1, for the type of coverage requested, minimum \$750.

If the owner of the mineral interest is an owner insured by the Company, the charge may be reduced to 80% of the Basic Rate, minimum \$395.

Prior Approval Required: All mineral interest policies must be approved by Company underwriting counsel.

E-9 **Binder to Insure Future Financing**

Where an owner, insured by the Company, intends to mortgage property within twelve (12) months of the property acquisition date, and an Extended Coverage or America First Loan Policy is not being issued concurrently with the Owner's Policy, a Binder to Insure Future Financing may be issued if paid for at time of acquisition for the following charge:

a. **Extended Coverage Loan Policy:**

1. Where a Standard Coverage or America First Homeowner's policy is issued at the time of acquisition, the charge for the binder shall be as shown in Section E-2-a-2, plus 10% of the Basic Rate, based upon the contemplated loan amount.

2. Where an Extended Coverage Owner's Policy is issued at the time of acquisition, the charge for the binder shall be 10% of the Basic Rate, based upon the contemplated loan amount.

b. **America First Loan Policy-** Where an Owner's Policy of any form is issued at the time of acquisition, the charge for the binder shall be as shown in Section E-2-a-2, plus 10% of the Basic Rate, based upon the contemplated loan amount.

Prior to its expiration, a Binder to Insure Future Financing may be extended for successive twelve (12) month periods for an additional charge per twelve (12) month period extension of 10% of the Basic Insurance Rate, for the type of coverage requested, based upon the liability amount.

Provided a Loan Policy is issued prior to the expiration of a Binder to Insure Future Financing insuring the new lender of the vestee named in the binder, there shall be no charge for liability amounts up to the amount stated in the binder. Insurance in excess of the binder amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between: (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the binder and (2) the scheduled charge based upon the amount of insurance to be provided by the policy to be issued at the appropriate charge for the type of coverage requested.

SECTION F: SUBDIVISION SERVICES – NEW HOME RATE

F-1 New Home Rate (Title Only)

The New Home Rate shall be available to buyers or sellers for first time sale out transactions of improved one-to-four family residential properties, including condominiums that include two or more separate lots or units of occupancy, all of which are for sale or lease as separate units.

- a. The New Home Rate shown in this Section includes the rates for (1) an America First Homeowner's Policy (CLTA/ALTA Homeowners Policy of Title Insurance) or a CLTA or ALTA Standard Coverage Owners Policy, (2) one concurrently issued America First Loan Policy (ALTA Expanded Coverage Residential Loan Policy) or an ALTA 2006 Extended Coverage Loan Policy and all customarily issued endorsements and (3) California Department of Real Estate processing for the subdivision.
- b. For New Home Rate (Title Only) transactions, the premium shall be calculated as follows:

Sale Price/Liability	Rate
\$1.00 - \$200,000	\$500
\$200,001 - \$2,000,000	\$500, plus \$1.50 /\$1,000 of liability calculated from dollar one

For liabilities greater than \$2,000,000, the rate shall be \$3,500, plus \$0.30 per \$1,000 of liability over \$2,000,000.

For an all cash transaction, the charge shall be 70% of the rates as set forth above.

- c. For New Home Rate transactions, with more than one new loan, the rate shall be as set forth in Section F-1b, plus \$100 for each Loan Policy issued over one.
- d. If the aggregate liability of the Loan Policy(ies) exceeds the liability of the Owner's Policy, the charge for the Owner's Policy shall be based upon the aggregate amount of the loans.

For any transaction, qualifying under the C.R.A., the charge shall be 95% of the applicable rate as calculated above.

F-2 New Home Rate (with Escrow Services)

For first time sale out transactions of improved one-to-four family residential properties, with one new loan, the rate shall be as set forth below. Escrow must be handled by North American Title Company or one of North American Title Insurance Company's policy-issuing agents in good standing. This rate is not available to independent escrow companies.

1. The New Home Rate shown in this Section includes the fees and charges for:
 - a. An America First Homeowner's Policy (CLTA/ALTA Homeowner's Policy of Title Insurance), or a CLTA or ALTA Standard Coverage Owners Policy,
 - b. One concurrently issued America First Loan Policy (ALTA Expanded Coverage Residential Loan Policy) or an ALTA 2006 Extended Coverage Loan Policy and all customarily issued endorsements,
 - c. Local escrow services by the Company (including all basic escrow services and the following specific items: issuance of all checks except those to pay credit card or other debt not secured by the real property involved in the escrow, up to two wire

transfers, one electronic document download, local messenger service (excluding special messenger), up to two standard overnight mail deliveries (letter size or equivalent), preparation of up to two documents, one loan tie-in fee and signing service during business hours at the office of the Company handling the escrow) and

d. Department of Real Estate processing for the subdivision. The New Home Rate shown in this Section does not include recording fees, transfer tax or any other governmental fees or charges.

2. For each New Home Rate (with Escrow Services) transactions in the following listed counties, the premium shall be calculated as follows:

Alameda, Contra Costa, El Dorado, Fresno, Kings, Madera, Marin, Mariposa, Merced, Monterey, Napa, Nevada, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties:	
Liability	Rate
\$1.00 - \$300,000	\$1,500
\$300,001-\$750,000	\$1,500.00 + \$2.65/\$1,000
\$750,001 - \$1,000,000	\$2,693.00 + \$2.25/\$1,000
\$1,000,001- @2,000,000	\$3,256.00 + \$1.25/\$1,000
\$2,000,000 and above	\$4,506.00 + \$.30/\$1,000
For an all cash transaction, the charge shall be 70% of the rates set forth above.	

3. For each New Home Rate (with Escrow Services) transactions in the following listed counties, the premium shall be calculated as follows:

Imperial, Kern, Los Angeles, Mono, Orange, Riverside, Santa Barbara, San Bernardino, San Diego and Ventura Counties:	
Liability	Rate
\$1.00 - \$300,000	\$1,500
\$300,001-\$750,000	\$1,500.00 + \$2.75/\$1,000
\$750,001 - \$1,000,000	\$2,738.00 + \$2.25/\$1,000
\$1,000,001- \$2,000,000	\$3,301.00 + \$1.25/\$1,000
\$2,000,000 and above	\$4,551.00 + \$.30/\$1,000
For an all cash transaction, the charge shall be 70% of the rates set forth above.	

4. For New Home Rate (with Escrow Services) transactions, with more than one new loan, the rate shall be as set forth in Section D-2.
5. If the aggregate liability of the loan policy(ies) exceeds the liability of the owner's policy, the charge for the owner's policy shall be based upon the aggregate amount of the loans.
6. For any transaction qualifying under the Federal C.R.A., the charge shall be 95% of the applicable rate as calculated above.

SECTION G: ASSIGNMENTS AND MODIFICATIONS OF DEEDS OF TRUST

G-1 Assignments of Deeds of Trust

The charge for insuring an assignment of the beneficial interest under a previously insured deed of trust or mortgage is based upon the unpaid balance of the encumbrance. If the assignment is made to secure a collateral loan, the charge is then based on the amount of the collateral.

A. Insured by Policy:

1. 40% of Basic Rate, if the original and the new coverage are both CLTA form, minimum \$395.00.
2. 50% of Basic Rate, if the original and the new coverage are both ALTA form, minimum \$395.00.
3. 60% of Basic Rate, if the original coverage is CLTA form and the new coverage is to be ALTA form, minimum \$395.00.
4. Policies insuring assignments of non-insured deeds of trust or mortgages will be issued for the applicable loan rate under Section F.

Where multiple assignments of beneficial interests under insured deeds of trust are made by the same beneficiary ("beneficiary" being defined in the same manner as "insured owner" in Section A) and recorded concurrently, the charge shall be based upon the aggregate unpaid balance of the loans at the rates provided for above plus \$100.00 for each policy of title insurance or loan insured over one.

B. Insurance by endorsement (assignments only).

An endorsement may be attached to a policy issued by the Company or copy thereof insuring the assignment of the beneficial interest under an insured deed of trust or mortgage. The charge shall be based upon the unpaid balance of encumbrances or the collateral amount at the time of the assignment.

1. Endorsements requiring a full search of title (End. 104 and 104A).
The charge is the same as that provided for under Section A above.
2. Endorsements requiring a search of the beneficial interest only (Endorsements 104.1 and 104.4).

Excluding the vesting of title- \$125.00 per loan, which charge includes a tax report, if requested.

Including the vesting of title - 25% of Basic Rate, minimum \$125.00, which charge includes a tax report, if requested.

Where multiple assignments of beneficial interests under insured deeds of trust are made by the same beneficiary (the term "beneficiary" is defined in the same manner as "insured owner" in Section A) and recorded concurrently, the Basic Charge of 40% charge shall be based upon the aggregate unpaid balance of the loans, plus \$75.00 for each loan involved or endorsement issued over one.

G-2 Modifications of Insured Deeds of Trust

The following charges apply to a policy insuring a modification of a deed of trust or mortgage insured by the Company, up to the unpaid balance of the loan:

- a. If the new policy is Standard Coverage-40% of the Basic Insurance Rate, minimum \$395.
- b. If the new policy is Extended Coverage - 55% of the Basic Insurance Rate, minimum \$395.

For insurance by endorsement, see Section N-1, CLTA 110 series.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

SECTION H: MAJOR PROJECTS

This Section is to be used for pricing any transaction that contemplates the issuance of one or more owner's, lessee's or loan policies of title insurance, trustee sale guarantees or litigation guarantees, with a single policy or guarantee amount of \$2,000,000.00 or an aggregate liability of \$3,000,000, involving property that includes vacant land, agricultural, commercial, industrial or apartments. This Section shall also be used to price transactions involving the sale or lease of unimproved subdivided land, including unimproved one-to-four family residential property, by a developer that contemplates the issuance of an Owner's Policy with a liability amount of \$2,000,000 or more. This pricing is only available for developer's acquisition, not for resale; rate is available for demolition and re-building of single sites, but not remodeling. In computing liabilities to arrive at the various rate steps provided for herein, it is permissible to include transactions insured by other title insurers. Notwithstanding the rates, fees and charges set forth in this Schedule, pricing considerations for title and escrow services may be given to transactions aggregating \$20,000,000 or more based upon various factors including geographic location, expenses and other reasonable considerations.

Pricing under this Section is not calculated on a tiered basis. Calculate the charge by aggregating the amount of all policies to be issued, find the bracket in which the aggregate amount falls and price the transaction at the rate per thousand shown for the type of coverage requested.

Prior review and written approval by Company Underwriting Counsel is required for the use of these rates.

H-1 Owner's/Lessee's Insurance

Liability Amount	Rate per \$1,000, or fraction thereof	
	Standard Coverage	Extended Coverage
\$2,000,000.00 up to \$5,000,000.00	\$0.80	\$0.90
\$5,000,001.00 up to \$7,000,000.00	0.70	0.80
\$7,000,001.00 up to \$10,000,000	0.60	0.70
\$10,000,001 up to \$20,000,000	0.58	0.59
\$20,000,001 up to \$50,000,000	0.55	0.59
\$50,000,001 up to \$100,000,000	0.49	0.55
\$100,000,001 up to \$500,000,000	0.44	0.48
Above \$500,000,000	0.35	0.38

H-2 Lender's Insurance (not concurrent with Owner's/Lessee's Policy)

Liability Amount	Rate per \$1,000, or fraction thereof	
	Standard Coverage	Extended Coverage
\$2,000,000.00 up to \$5,000,000.00	\$0.80	\$0.90
\$5,000,001.00 up to \$7,000,000.00	0.70	0.80
\$7,000,001.00 up to \$10,000,000	0.60	0.70
\$10,000,001 up to \$20,000,000	0.44	0.65
\$20,000,001 up to \$50,000,000	0.44	0.59
\$50,000,001 up to \$100,000,000	0.43	0.55
\$100,000,001 up to \$500,000,000	0.42	0.48

Above \$500,000,000	0.35	0.38
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H-3 **Extended Coverage Loan Policy (concurrent with Extended Coverage Policy)**

Insurance up to the amount of liability of the Owner's/Lessee's Policy- No additional charge.
Insurance in excess of the amount of liability of the Owner's/Lessee's Policy.

Liability Amount	Rate per \$1,000 or Fraction Thereof
\$2,000,000.00 up to \$5,000,000.00	\$0.90
\$5,000,001.00 up to \$7,000,000.00	0.80
\$7,000,001.00 up to \$10,000,000	0.70
\$10,000,001 up to \$20,000,000	0.65
\$20,000,001 up to \$50,000,000	0.59
\$50,000,001 up to \$100,000,000	0.55
\$100,000,001 up to \$500,000,000	0.48
Above \$500,000,000	0.38

Plus \$125 for each concurrent Loan Policy issued.

H-4 **Extended Coverage Loan Policy (concurrent with Standard Coverage Policy)**

Insurance up to the amount of liability of the Owner's/Lessee's Policy shall be \$0.10 per \$1,000, or fraction thereof. Insurance in excess of the amount of liability of the Owner's/Lessee's Policy:

Liability Amount	Rate per \$1,000 or Fraction Thereof
\$2,000,000.00 up to \$5,000,000.00	\$0.90
\$5,000,001.00 up to \$7,000,000.00	0.80
\$7,000,001.00 up to \$10,000,000	0.70
\$10,000,001 up to \$20,000,000	0.65
\$20,000,001 up to \$50,000,000	0.59
\$50,000,001 up to \$100,000,000	0.55
\$100,000,001 up to \$500,000,000	0.48
Above \$500,000,000	0.38

Plus \$125 for each concurrent Loan Policy issued.

H-5 **Standard Coverage Loan Policy (concurrent with Standard or Extended Coverage Policy)**

Insurance up to the amount of liability of the Owner's/Lessee's Policy- No additional charge.
Insurance in excess of the amount of liability of the Owner's/Lessee's Policy:

Liability Amount	Rate per \$1,000 or fraction thereof
\$2,000,000.00 up to \$5,000,000.00	\$0.80
\$5,000,001.00 up to \$7,000,000.00	0.70
\$7,000,001.00 up to \$10,000,000	0.60
\$10,000,001 up to \$20,000,000	0.44
\$20,000,001 up to \$50,000,000	0.44
\$50,000,001 up to \$100,000,000	0.43
\$100,000,001 up to \$500,000,000	0.42

Above \$500,000,000	0.35
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Plus \$125 for each concurrent Loan Policy issued.

H-6 **Binders**

a. Interim Binder (Binder to Insure Resale)

Preliminary to the issuance of an owner's/lessee's policy, a binder to insure a resale within twenty-four (24) months of the date of closing may be issued for the following additional charge:

Liability Amount	Rate per \$1,000 or fraction thereof
Up to \$20,000,000	\$0.10
\$20,000,000 and above	0.05

This charge is in addition to the applicable charge for an owner's/lessee's policy. This charge for the binder, together with the applicable charge for an Owner's Policy, must be collected by the Company at the time of issuance of the binder.

Prior to its expiration, a binder may be extended for successive twelve (12) month periods for an additional charge per twelve (12) month period extension for the rate set forth above, based upon the liability amount.

The binder may be reissued to reflect an interim transfer of title prior to the ultimate resale for the rate set forth above, based upon the liability amount.

Provided an owner's/lessee's policy is issued prior to the expiration of a binder insuring the nominee of the vestee named in the binder, there shall be no charge for liability amounts up to the amount stated in the binder for the same form of coverage.

Where the binder contemplated the issuance of a Standard Coverage policy, but the policy issued is Extended Coverage, an additional 25% of the applicable charge set forth above, shall be made based upon the policy liability amount.

Insurance in excess of the original binder shall be priced at the applicable charge set forth above, based upon the liability amount. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of the binder in effect at the time of the request and (2) the scheduled charge based upon the ultimate amount of the binder issued at the appropriate charge for the type of coverage requested.

b. Binder to Insure Future Financing

Where an owner, insured by the Company, intends to mortgage property within twelve (12) months of its acquisition, and an Extended Coverage Loan Policy is not being issued concurrently with the Owner's Policy, a Binder to Insure Future Financing may be issued if paid for at time of acquisition for the following additional charge:

Liability Amount	Rate per \$1,000 or fraction thereof
Up to \$20,000,000	\$0.10
\$20,000,000 and above	0.05

Where a Standard Coverage Owner's Policy is issued at the time of acquisition, the rate for the Binder to Insure Future Financing shall be as set forth above, based upon the contemplated loan amount.

Where an Extended Coverage Owner's Policy is issued at the time of acquisition, the rate for the Binder to Insure Future Financing shall be as set forth above, based upon the contemplated loan amount.

This charge is in addition to the applicable charge for the type of policy to be issued. The charge for the binder, together with the applicable charge for the policy, must be collected by the Company at the time of issuance of the binder.

Prior to its expiration, a binder may be extended for successive twelve (12) month periods for an additional charge per twelve (12) month period extension for the rate set forth above, based upon the liability amount.

Provided a Loan Policy is issued prior to the expiration of a Binder to Insure Future Financing insuring the new lender of the vestee named in the binder, there shall be no charge for liability amounts up to the amount stated in the binder. Insurance in excess of the binder amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between: (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the binder and (2) the scheduled charge based upon the amount of insurance to be provided by the policy to be issued at the appropriate charge for the type of coverage requested.

H-7 **Trustee's Sale and Litigation Guarantees**

Liability Amount	Rate per \$1,000, or fraction thereof
\$2,000,000.00 up to \$5,000,000.00	\$0.90
\$5,000,001.00 up to \$7,000,000.00	0.80
\$7,000,001.00 up to \$10,000,000	0.70
\$10,000,001 up to \$20,000,000	0.65
\$20,000,001 up to \$50,000,000	0.59
\$50,000,001 up to \$100,000,000	0.55
\$100,000,001 up to \$500,000,000	0.48
Above \$500,000,000	0.38

Minimum charge is \$1,800.

H-8 **Reissue of Owner's/Lessee's Policies**

- a. An Owner's/Lessee's Policy, issued by the Company, may be reissued to the same insured where no transaction is involved, based upon the amount of the outstanding insurance, at the following rates:

Where the original policy and the reissued policy are both Standard Coverage -\$750

Where the original policy and the reissued policy are both Extended Coverage -\$1,000

Where the original policy is Standard Coverage and the reissued policy is Extended Coverage the charge shall be \$0.10 per \$1,000, or fraction thereof, plus \$1,000.

- b. An Owner's/Lessee's Policy, issued by the Company, may be reissued to the same insured in the amount of the outstanding insurance, when the insured is a registered organization (corporation, partnership, LLC, etc.) and an equity transfer transaction is occurring. The charge shall be based upon the value of the equity being transferred and computed at the applicable rate under Section H-1, minimum \$1,000.

Insurance in excess of the amount of the original policy shall be priced at the applicable rate set forth in Section H-1. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate rate for the type of coverage requested.

H-9 Reissue of Loan Policies

A Loan Policy, issued by the Company for a construction loan, may be reissued for the permanent loan, based upon the amount of the outstanding insurance, at the following rates:

Where the original policy and the reissued policy are both Standard Coverage -\$750.

Where the original policy and the reissued policy are both Extended Coverage -\$1,000.

Where the original policy is Standard Coverage and the reissued policy is Extended Coverage:

Liability Amount	Rate per \$1,000, or fraction thereof
Up to \$20,000,000.00	\$0.21 per \$1,000 of liability plus \$1,000
\$20,000,001 up to \$50,000,000	\$0.16 per \$1,000 of liability plus \$1,000
\$50,000,001 up to \$ 100,000,000	\$0.12 per \$1,000 of liability plus \$1,000
\$100,000,001 up to \$500,000,000	\$0.08 per \$1,000 of liability plus \$1,000
Above \$500,000,000	\$0.05 per \$1,000 of liability plus \$1,000

The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate rate for the type of coverage requested.

H-10 Endorsements

The rate for each endorsement issued in connection with policies priced under the provisions of this Section is obtained by: (1) charging the rate set forth in Section N if the rate is a stated charge or (2) if the charge is expressed as a percentage of the Basic Insurance Rate the charge is calculated by multiplying the percentage listed in Section N by the following:

Liability Amount	Rate per \$1,000 or fraction thereof
Aggregated liability up to \$20,000,000	\$1.00
Aggregated liability in excess of \$20,000,000 and above	0.90

The aggregate maximum charge for all endorsements shall be 35% of the charge for the policy to which the endorsements are attached. In the event the endorsement(s) to be issued are being attached to a concurrently issued Loan Policy, for which there is no additional charge, the aggregate maximum charge for the endorsement(s) shall be 35% of the charge for the concurrently issued Owner's Policy.

H-11 Purchase, Improvement and Sale with a Leaseback

This Section is applicable only when the Company issues the title insurance policies for the following contemplated transactions:

1. A property to be developed with improvements is purchased by a party who obtains an Owner's Policy (the initial insured),
2. The initial insured has agreed to transfer the property and improvements to a

predetermined purchaser, who has agreed to lease the property back to the initial insured, and

3. An Owner's Policy to the predetermined purchaser and a Leasehold Policy to the initial insured/lessee are issued within twenty-four (24) months from the expiration date of the statutory period for filing mechanics' liens.

Pricing for this Section H-11 shall be as follows:

1. Initial Insured's Owner's Policy - The rate shall be the applicable charge under Section C-1, for the type of coverage requested, based upon the full value of the estate or interest insured.
2. Predetermined Purchaser's Owner's Policy -The following charges are applicable with respect to insurance up to and including the amount of the initial insured's Owner's Policy issued in accordance with paragraph H-11.b.1 above:
 - (a) Where both the initial insured's Owner's Policy and the predetermined purchaser's Owner's Policy are Standard Coverage -30% of the Basic Rate, minimum \$750.
 - (b) Where both the initial insured's Owner's Policy and the predetermined purchaser's Owner's Policy are Extended Coverage - 45% of the Basic Rate, minimum \$1,000.
 - (c) Where the initial insured's Owner's Policy is Standard Coverage and the predetermined purchaser's Owner's Policy is Extended Coverage - 75% of the Basic Rate, minimum \$1,000.
3. Initial Insured's Leasehold Policy -The following charges are applicable with respect to insurance up to and including the amount of the predetermined purchaser's Owner's Policy issued in accordance with paragraph H-11.b.2 above:
 - (a) Where the initial insured's Leasehold Policy is Standard Coverage, the rate shall be \$750.
 - (b) Where the initial insured's Leasehold Policy is Extended Coverage, the rate shall be \$1,000.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

H-12 **Optionee's Policy**

- a. Original policy covering optionee's interest - The applicable rate under Section C-1, for the type of coverage requested, based upon either the price paid for the option or the full purchase price to be paid upon exercise of the option.
- b. Final Policy:
 1. Where the original policy was issued in the amount of the price paid for the option, the applicable rate under Section C-1, for the type of coverage requested, based upon the full purchase price paid upon exercise of the option.

2. Where the original policy was issued in the amount of the full purchase price to be paid upon exercise of the option:
 - (a) Where both the original and the final policies are Standard Coverage, the charge shall be 25% of the applicable rate under Section C-1, for the type of coverage requested, based upon the original policy amount.
 - (b) Where both the original and the final policies are Extended Coverage, the charge shall be 40% of the applicable rate under Section C-1, for the type of coverage requested, based upon the original policy amount.
 - (c) Where the original policy is Standard Coverage and the final policy is Extended Coverage, the charge shall be 60% of the applicable rate under Section C-1, for the type of coverage requested.

These rates apply so long as the named insured is the same in both the original and the final policy.

Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

H-13 Conversion of an Insured Leasehold Estate to a Fee Estate

A leasehold Owner's Policy may be reissued insuring the fee estate upon its acquisition by the insured for the following charges:

- a. Where both the original and the reissued policies are Standard Coverage, the charge shall be 25% of the applicable rate under Section C-1, for the type of coverage requested, based upon the original policy amount.
- b. Where both the original and the reissued policies are Extended Coverage, the charge shall be 40% of the applicable rate under Section C-1, for the type of coverage requested, based upon the original policy amount.
- c. Where the original policy is Standard Coverage and the reissued policy is Extended Coverage, the charge shall be 60% of the applicable rate under Section C-1, for the type of coverage requested, based upon the original policy amount.

These rates apply so long as the named insured is the same in both the original and the final policy. Insurance in excess of the original policy amount shall be priced on an increased liability basis. The charge for increased liability shall be the difference between (1) the scheduled charge based upon the amount of insurance in effect at the time of the request for the policy to be reissued and (2) the scheduled charge based upon the amount of insurance to be provided by the reissued policy at the appropriate charge for the type of coverage requested.

SECTION I: SUBDIVIDER'S SERVICES

I-1 Subdivided Land Acquisition

This Section applies to transactions involving the sale or lease of previously subdivided unimproved land by a developer in connection with a specific project.

- a. The charge for a Standard Coverage Owner's Policy with a liability less than \$2,000,000 shall be calculated at 55% of Basic Rate, minimum \$395

Extended Coverage Owner's Policy in lieu of Standard Coverage Owner's Policy – add 25% of the Basic Rate.

The charge for any concurrent Loan Policy with a liability less than \$ 2,000,000 shall be 20% of the Basic Rate based upon the amount of the loan.

- b. The rate for an Owner's Policy or a concurrent Loan Policy with a liability of \$2,000,000 or more shall be as set forth in Section E.

I-2 On-Site Construction Loan

Extended Coverage Loan Policy with a liability less than \$3,000,000 insuring an on-site construction loan only shall be: 45% of Basic Rate, based upon the amount of the construction loan.

Reissue of the Loan Policy insuring an on-site construction loan only, to either the construction lender or a takeout lender, where no sale is involved, shall be \$500, whether final policy is Standard or Extended Coverage.

The charge for a Loan Policy with a liability of \$3,000,000 or more shall be set forth in Section E.

I-3 Off-Site or Off-Site and On-Site Construction Loan

An off-site construction loan or a construction loan funding off-site and on-site construction (neither being issued concurrently with an Owner's Policy) with a liability less than \$3,000,000 shall be insured based upon the amount of the loan, as follows:

- a. Standard Coverage Loan Policy -30% of Basic Rate
- b. Standard Coverage Loan Policy with CLTA 101 endorsement - 40% of Basic Rate
- c. Reissue of Standard Coverage Loan Policy after completion -10% of Basic Rate
(maximum \$500)
- d. Extended Coverage Loan Policy- 45% of Basic Rate
- e. Reissue of Extended Coverage Loan Policy after completion-15% of Basic Rate
(maximum \$500)

The charge for a Loan Policy with a liability of \$3,000,000 or more shall be as set forth in Section E.

SECTION J: TIMESHARE

J-1 Timeshare – First Time Sales Out

When a transaction involves the first time sale out of a timeshare interest from the timeshare developer to the consumer, the rate shall be:

a. Owner's Policy Rate

Liability Amount	Rate
\$0 - \$75,000	\$100
For each \$1,000 of liability, or fraction thereof, above \$75,000	Add \$1.00

When the annual transaction volume per developer client exceeds 5,000 the charge shall be 80% of the rate set forth in Section F-1a.

b. Concurrent Loan Policy

Liability Amount	Rate
Equal to or less than the liability amount of the Owner's Policy	\$10

No concurrent Loan Policy may be issued in excess of the Owner's Policy amount.

J-2 Timeshare Resale Rate

When a transaction involves the resale of timeshare interests, previously conveyed by a developer in a first time sale out, the rate shall be as set forth below.

a. Owner's Policy Rate

Liability Amount	Rate
\$0 - 2,000	\$100
2,001 - 75,000	\$250

For liability amounts above \$75,000, the charge shall be 60% of Basic Rate, based upon the total liability of the policy, minimum \$225.

b. Concurrent Loan Policy

For concurrent loan policies with liability of an amount equal to or less than the liability amount of the Owner's Policy, the charge shall be \$25.

J-3 Timeshare Developer Resale

When a transaction involves the sale of timeshare interests that have been reacquired by the original developer the rate shall be:

- a. Owner's Policy Rate – For liability from \$0 - 75,000, a flat fee of \$80 shall be charged. For liability amounts above \$75,000, the charge shall be 25% of Basic Rate, with a minimum charge of \$90.
- b. Concurrent Loan Policy – The charge for a concurrent Loan Policy with liability in an amount equal to or less than the liability amount of the Owner's Policy, a flat fee of \$10 shall be charged.

J-4 **Fractional Private/Residence Clubs**

When a transaction involves the sale of an interest in a fractional/private residence club, the charge shall be:

- a. Owner's Policy - 50% of Basic Rate, minimum \$250
- b. Concurrent Loan Policy - 25% of Basic Rate, based upon the loan amount of the fractional interest.

J-5 **Timeshare - Trustee's Sale Guarantee**

- a. A Trustee's Sale Guarantee shall be issued for a liability amount equal to the total unpaid balance of the defaulted loan covered by the guarantee.
The rate for this guarantee shall be:

Liability Amount	Rate
\$.00- 105,000	\$195
Above \$105,000	50% of Basic Rate, based upon the total liability of the guarantee, minimum \$395.

- b. One continuation report may be issued within a period of twelve (12) months from the date of the original guarantee for a rate of \$50. When requested, additional continuation reports may be issued for a rate of \$25 each provided the Assured is the same as named in the original guarantee.

J-6 **Timeshare - Owner's Policy following a Foreclosure or Deed in Lieu of Foreclosure**

Where the Company has issued a guarantee under Section J-5 and an Owner's Policy is to be issued to the foreclosing lender in conjunction with a foreclosure or deed in lieu of foreclosure, the charge shall be 50% of the applicable rate under Section J-2, minimum \$135.

The minimum liability of any policy issued under this Section J-6 shall be based upon the amount of the defaulted loan plus the unpaid balance of any prior loan to which the title is to remain subject, unless it can be demonstrated that the actual value of the estate or interest to be insured is less than this amount.

SECTION K: LEASEHOLD POLICIES

K-1 Leases other than Oil and Gas or Mineral

- a. Leasehold owner's policies shall be issued for the applicable charge under Section B-1, for the type of coverage requested, based upon the liability amount. The minimum amount of insurance shall be the lesser of (1) the full value of the land and existing improvements or (2) the amount determined by multiplying the remaining term of the lease by the annual rental, as follows:

Remaining term	Minimum Amount of Insurance
Less than 10 years	Remaining term, in years, multiplied by annual rental
10 years or more, but less than 25 years	10 times annual rental
25 years or more, but less than 50 years	20 times annual rental
Above 50 years	Full market value of the land and existing improvements

- b. The charge for leasehold loan policies shall be calculated in accordance with Section D-1.

K-2 Oil and Gas or Mineral Leases

- a. A Standard Coverage Owner's Policy covering an oil and gas or mineral lease shall be issued for a charge of 250% of Basic Rate, based upon the amount of insurance as agreed upon between the Company and the Insured, minimum \$750.
- b. A Standard Coverage Owner's Policy covering an assignment or modification of an insured oil and gas or mineral lease shall be issued for a charge of 125% of Basic Rate, based upon the original amount of insurance, minimum \$395. Insurance in excess of the original policy amount shall be issued for a charge of 250% of Basic Rate, minimum \$750.
- c. A Standard Coverage Loan Policy covering insured oil and gas or mineral leasehold estates shall be issued for a charge of 100% of Basic Rate, based upon the amount of the loan, minimum \$494. If the policy covers an oil and gas leasehold estate which has not been insured, charge in accordance with paragraph "a" above.
- d. Production Payment policies shall be issued for a charge of 250% of Basic Rate, based upon the amount of insurance as agreed upon between the Company and the insured, minimum \$750. This charge is applicable even if the Production Payment policy is issued concurrently with another policy.

No policy insuring any mineral interest may be issued without prior Company underwriting counsel approval.

SECTION L: TRUSTEE'S SALE GUARANTEES

L-1 Trustee's Sale Guarantee (CLTA Guarantee Form No. 22)

Liability up to	Rate	Liability up to	Rate	Liability up to	Rate
\$55,000	\$290	650,000	899	1,325,000	1,385
60,000	300	675,000	917	1,350,000	1,403
65,000	315	700,000	935	1,375,000	1,421
70,000	330	725,000	953	1,400,000	1,439
75,000	345	750,000	971	1,425,000	1,457
100,000	360	775,000	989	1,450,000	1,475
125,000	390	800,000	1,007	1,475,000	1,493
150,000	420	825,000	1,025	1,500,000	1,511
175,000	450	850,000	1,043	1,525,000	1,529
200,000	480	875,000	1,061	1,550,000	1,547
225,000	510	900,000	1,079	1,575,000	1,565
250,000	540	925,000	1,097	1,600,000	1,583
275,000	570	950,000	1,115	1,625,000	1,601
300,000	600	975,000	1,133	1,650,000	1,619
325,000	625	1,000,000	1,151	1,675,000	1,637
350,000	650	1,025,000	1,169	1,700,000	1,655
375,000	675	1,050,000	1,187	1,725,000	1,673
400,000	700	1,075,000	1,205	1,750,000	1,691
425,000	725	1,100,000	1,223	1,775,000	1,709
450,000	745	1,125,000	1,241	1,800,000	1,727
475,000	765	1,150,000	1,259	1,825,000	1,745
500,000	785	1,175,000	1,277	1,850,000	1,763
525,000	805	1,200,000	1,295	1,875,000	1,781
550,000	825	1,225,000	1,313	1,900,000	1,799
575,000	845	1,250,000	1,331	1,925,000	1,817
600,000	863	1,275,000	1,349	1,950,000	1,835
625,000	881	1,300,000	1,367	1,975,000	1,853
				2,000,000	1,871

For amounts above \$2,000,000, add \$15 per \$25,000 of liability.

Where two or more trustee's sale guarantees are to be issued concurrently covering multiple loans by the same lender to the same borrower, the charge shall be based upon the aggregate unpaid balances of the defaulted loans, plus \$100 for each guarantee over one.

Three continuation reports may be issued within a period of twelve (12) months from the date of the original guarantee for no additional rate. Additional continuation reports may be issued when requested for a rate of \$50 each provided the Assured is the same as named in the original guarantee. CLTA Guarantee Endorsement Form 22.1 should be used for any continuation report.

Where it is necessary to reissue a previously issued trustee's sale guarantee as a litigation

guarantee or vice versa, or to reissue any such guarantee for the benefit of a newly substituted trustee, the rate shall be \$200. Additional work charges may be required.

L-2 **Homeowner's Association Trustee's Sale Guarantee (CLTA TSG Guarantee Form No. 22)**

A Homeowner Association Trustee Sale Guarantee issued for facilitating the foreclosure of homeowner association liens. For liability amounts of up to and including \$100,000, the charge shall be \$350.

No charge will be made for the first three date-down endorsements within a period of twelve (12) months from the date of the original guarantee. Each additional date-down endorsement will be charged at the rate of \$25 per endorsement.

SECTION M: GUARANTEES (Except Trustee's Sales)

- M-1 **Chain of Title Guarantee** (CLTA Guarantee Form No. 6)
The charge shall be \$100, plus \$5 for each item reported. The amount of liability shall be \$1,000. Liability amounts in excess of \$1,000 shall be charged at Basic Rate.
- M-2 **Mechanic's Lien Guarantee** (CLTA Guarantee Form No. 9)
The charge shall be \$75 per parcel, plus \$5 for each lien over two reported. The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100. Where multiple guarantees on the same project are issued simultaneously, the charge shall be based upon the aggregate amount of liability, plus \$5 for each guarantee issued.
- M-3 **Judgment and Tax Lien Guarantee** (CLTA Guarantee Form No. 10)
The charge shall be \$75 per name (husband and wife or registered domestic partners are considered one name), plus \$5 for each lien over two reported. The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100.
- M-4 **Personal Property Encumbrance Guarantee** (CLTA Guarantee Form No. 11)
The charge shall be \$35 per name (husband and wife or registered domestic partners considered one name), per year, minimum \$100. A charge of \$25 shall apply for a continuation guarantee to cover the recordation of additional documents. The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100. Liability amounts in excess of this amount may be provided for an additional charge of 60% of Basic Rate.
- M-5 **Lot Book Guarantee** (CLTA Guarantee Form No. 12)
- a. **Long Form**
A \$75 charge per parcel for furnishing the name of the record owner and recorded deeds of trust or mortgages affecting the land, plus \$5 per document to include any of the following documents:
- | | |
|------------------------------|----------------------|
| 1. Agreement Not to Encumber | Homestead |
| 2. Agreement to Convey | Lien Contract |
| 3. Assignment of Rents | Notice of Completion |
| 4. Attachment | Notice of Default |
| 5. Financing Statement | Tax Deed |
- The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100.
- b. **Short Form**
A charge of \$50 per parcel for furnishing the name of the record owner, the record description, documentary transfer tax and recording reference reflected on the last recorded deed. The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100.
- Credit for the charges under sub-paragraphs a and b above may be applied to the charge for a policy of title insurance issued within six (6) months of the date of the Lot Book Guarantee.
- M-6 **Subdivision Guarantee** (CLTA Guarantee Form No. 14)
A charge of \$150, plus \$20 for each record title interest reported shall apply.
- M-7 **Combination Guarantee** (CLTA Guarantee Form No. 16)
The long form Lot Book Guarantee and the Judgment and Tax Lien Guarantee may be combined to form the Combination Guarantee. The rate shall be the aggregate of the charges as computed in accordance with paragraphs M-3 and M-5, above. The amount of liability shall be in an amount

equal to the fee charged rounded up to the next \$100.

- M-8 **Plant Information Guarantee** (CLTA Guarantee Form No. 17)
\$50 per hour searching time, plus \$20 per hour word processing time, minimum charge \$70. The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100.
- M-9 **Recorder's Index Guarantee** (CLTA Guarantee Form No. 21)
\$50 per hour searching time, plus \$20 per hour word processing time, minimum charge \$70. The amount of liability shall be in an amount equal to the fee charged rounded up to the next \$100.
- M-10 **Parcel Map Guarantee (Final)** (CLTA Guarantee Form No. 23)
\$50 if Preliminary Parcel Map Guarantee previously issued, otherwise \$250 plus \$50 for each additional parcel or chain over one. Amount of liability: \$1,000.
- M-11 **Parcel Map Guarantee (Preliminary)** (CLTA Guarantee Form No. 24)
The charge shall be \$200 plus \$50 for each additional parcel or chain over one. The Amount of liability shall be \$1,000.
- M-12 **Record Owner's Guarantee** (CLTA Guarantee Form No. 15)
The charge shall be \$100 for \$1,000 liability.
- M-13 **Property Owner's Notice Guarantee** (CLTA Guarantee Form No. 25)
The charge shall be \$100 for \$1,000 liability.
- M-14 **CLTA Recorded Document Guarantee** (CLTA Guarantee Form No. 27)

- a. If the Company does not have an open order on the subject property for the purpose of insuring title, the charge for the guarantee shall be the sum of the number of hours required to research and prepare the guarantee times an hourly rate of \$100, minimum rate \$1,000.
- b. If the guarantee is issued in conjunction with an open order for title insurance, the rate for the guarantee shall be as follows:

Liability	Rate
\$10,000	\$250
\$15,000	\$350
\$20,000	\$494
\$25,000	\$550

No guarantee shall be issued for a liability in excess of \$25,000.

- c. If a policy of title insurance is issued to the applicant by the Company within six months of the date of the guarantee and the liability of the policy is \$10,000,000 or more, the guarantee fee shall be credited towards the policy premium.

M-15 **Additional Liability**

Liability amounts for a guarantee in excess of the amount shown in this Section M may be provided for an additional charge based upon the amount of liability, as follows:

- a. 25% of the Basic Insurance Rate for guarantees naming an owner as Assured;
b. 10% of Basic Rate for guarantees naming a lender as Assured.

Maximum charges shown in this Section M do not apply if additional liability is requested.

M-16 **Litigation Guarantee** (CLTA Guarantee Form No. 1)

The charge shall be 100% of the Basic Rate, based upon the value of the estate or interest involved, with a minimum charge of \$500.

A continuation report (CLTA Guarantee Form No. 2) may be issued within twenty-four (24) months from the date of the original guarantee for a rate of \$75.

- M-17 **Condition of Title Guarantee** (CLTA Guarantee Form No. 28)
This Condition of Title Guarantee is to be issued in place of a Preliminary Report alone (not connected with a sale or refinance order). The charge shall be \$500 for \$2,500 liability.

SECTION N: ENDORSEMENTS

The charges contained herein are minimum charges and are keyed to the coverages specifically referred to in each endorsement. Additional charges may be made for inspections or additional work where warranted. Whenever a particular endorsement is modified to cover some other estate or interest than that described in the existing endorsement, a special price must be obtained for such modified endorsement to conform to the type of policy issued or coverage given.

When requested to issue concurrently a series of the same type of endorsement on a single chain of title in the same tract or subdivision, a single fee may be made based upon the aggregate amount of the estate or interest covered, plus \$5.00 for each separate endorsement issued unless otherwise specified in the schedule following. The division of the total amount of the charge by the number of endorsements issued shall be the charge allotted to each endorsement.

Some CLTA, ALTA and all special endorsements are not priced herein because of 1) infrequency of use 2) wide ranges of risks 3) the form was designed to be attached to a specific policy but can be modified for other policies. If any of these coverages are desired, such request shall be considered a "unique requirement". Any decision relative to the issuance and pricing of same shall be governed solely by the guidelines set forth in Section A-12 hereof.

Situations may arise, where in the opinion of the Company, a scheduled endorsement charge is too low or too high relative to the risk involved, probability of loss or other matters related to underwriting practices. Any decision relative to the issuance and pricing of same shall be governed solely by the guidelines set forth in Section A-12 hereof

N-1 CALIFORNIA LAND TITLE ASSOCIATION (CLTA) ENDORSEMENTS

CLTA No.:	ALTA or CLTA Owner or Loan	Description	Charges (Percentage of applicable Basic Insurance Rate "A" unless otherwise stated)	Underwriter Approval
JR1 (08-01-12)	ALTA-Loan	Endorsement to ALTA Residential Limited Coverage Junior Loan Policy- Supplemental Coverage	No charge for first endorsement if issued within 6 months of original policy, effective date; otherwise \$25	No
JR2 (08-01-12)	ALTA-Loan	Endorsement to ALTA Residential Limited Coverage Junior Loan Policy- Future Advance, Revolving Credit/Variable Rate	No charge	No
100-06	ALTA-Loan	Restrictions, Encroachments & Minerals	No charge	No
100.1	CLTA-Loan	Restrictions, Encroachments & Minerals- Loan Policy	20%	No
100.2-06 (ALTA 9-06)	ALTA-Loan	Restrictions, Encroachments & Minerals- Loan Policy	No charge	Yes
102.2.1-06 (ALTA 9.3-06)	ALTA-Loan	Covenants, Conditions and Restrictions – Loan Policy	No charge	Yes
102.2.6-06 (ALTA 9.6-06)	ALTA-Loan	Private Rights - Loan Policy	\$100	Yes
100.2.7-06	ALTA-Loan	Restrictions, Encroachments, Minerals -	10%, minimum	Yes

(ALTA 9.7-06)		Land Under Development - Loan Policy	\$100/ maximum \$500	
100.2.8-06 (ALTA 9.8-06)	ALTA-Owner	Covenants Conditions and Restrictions - Land Under Development - Owner's Policy	15%, minimum \$100 / maximum \$750	Yes
100.2.9-06 (ALTA 9.9-06)	ALTA-Owner	Private Rights - Owner's Policy	\$250	Yes
100.2.10-06 (ALTA 9.10-06)	ALTA-Loan	Restrictions, Encroachments, Minerals - Current Violations - Loan Policy	\$100	Yes
100.4-06	ALTA-Loan	CC&R's, Violations	Extended \$25, Standard 10%	No
100.5-06	ALTA-Owner	CC&R's, Violations	Extended \$25, Standard 20%	No
100.6-06	ALTA-Owner	CC&R's, Including Future Violations - Owner's Policy	Extended \$25, Standard 20%	No
100.7-06	ALTA-Owner	CC&R's, Violations	Extended \$25, Standard 20%	No
100.8-06	ALTA-Owner	CC&R's, Violations	Extended \$25, Standard 20%	No
100.9-06 (ALTA 9.1-06)	ALTA or CLTA – Owner	Covenants, Conditions and Restrictions - Unimproved Land - Owner's Policy	\$100	Yes
100.10-06 (ALTA 9.2-06)	ALTA or CLTA – Owner	Covenants, Conditions and Restrictions - Improved Land - Owner's Policy	\$100	Yes
100.12-06	ALTA – Owner or Loan	CC&R's, Right of Reversion	\$25	Yes
100.13-06	ALTA – Owner or Loan	CC&R's, Assessment Liens - Loan Policy	\$25	No
100.17-06	ALTA – Owner or Loan	CC&R's, Proper Modification	Owner 20%, Loan 10%	No
100.18-06	ALTA – Owner or Loan	CC&R's, Right of Reversion	\$25	No
100.19-06	ALTA – Owner or Loan	CC&R's, Violations	Owner Extended \$25, Owner Standard 20% / Loan Extended \$25, Loan Standard 10%	No
100.20-06	ALTA – Owner or Loan	CC&R's, Violations	Owner Extended \$25, Owner Standard 20% / Loan Extended \$25, Loan Standard 10%	No
100.21-06	ALTA - Loan	CC&R's, Plans and Specifications	Owner Extended \$25, Owner Standard 20% / Loan Extended \$25, Loan Standard 10%	No
100.23-06	ALTA - Loan	Minerals, Surface Damage	\$25	Yes
100.24-06	ALTA - Loan	Minerals, Surface Entry by Lessee	10%	Yes
100.25-06	ALTA - Loan	Minerals, Surface Use	20%	Yes

100.26-06	ALTA - Loan	Minerals, Present-Future Improvements	Owner Standard or Extended 20% / Loan Extended or Standard 10%	Yes
100.27-06	ALTA - Loan	CC&R's, Violations	\$25	No
100.28-06	ALTA – Owner or Loan	CC&R's, Violation-Future Improvements	Owner 20%, Loan 10% all policies	Yes
100.29-06	ALTA – Owner or Loan	Minerals, Surface Damage	20%	Yes
101	CLTA - Loan	Mechanics' Liens	10%	Yes
101.1-06	ALTA -Owner	Mechanics' Liens	Owner Extended \$100, Owner Standard 20%, minimum \$100 (D.V.A. 10%)	Yes
101.2-06	ALTA - Loan	Mechanics' Liens, Notice of Completion	10%	Yes
101.3-06	ALTA - Loan	Mechanics' Liens, No Notice of Completion	10%	Yes
101.4	CLTA - Owner	Mechanics' Liens, Notice of Completion	\$100	Yes
101.5-06	ALTA - Loan	Mechanics' Liens, Notice of Completion	\$25 per issue, plus \$5 for each lien over two, plus 10% for insurance in excess of \$100 based upon amount of the loan, plus \$5 for each parcel or endorsement over one on tracts where 3 or more are issued concurrently	Yes
101.6-06	ALTA - Loan	Mechanics' Liens, Notice of Completion	No charge for one such endorsement. \$25 for each additional endorsement over one. If more than two liens, add \$5 per lien. Add \$5 for each lot covered or endorsement over one on tracts where 3 or more are issued	Yes

			concurrently	
101.8	CLTA - Loan	Mechanics' Liens	10%	Yes
101.9-06	ALTA - Owner	Mechanics' Liens, Notice of Completion	Owner Extended \$100, Owner Standard 20%, minimum \$100 (D.V.A. 10%)	Yes
101.10-06	ALTA - Loan	Mechanics' Liens, Notice of Completion	10%	Yes
101.11-06	ALTA - Loan	Mechanics' Liens, No Notice of Completion	10%	Yes
101.12-06	ALTA - Owner	Mechanics' Liens, No Notice of Completion	Owner Standard 20%	Yes
101.13-06	ALTA - Loan	Mechanics' Liens, Notice of Completion	10%	Yes
102.4-06	ALTA – Loan	Foundation	10%, minimum \$100, maximum \$1,000	Yes
102.5-05	ALTA – Loan	Foundation	15%, minimum \$100, maximum \$1,000	Yes
102.6-06	ALTA – Loan	Foundation, Portion of Premises	10%, based upon portion of loan applicable to the land covered, minimum \$100, maximum \$1,000	Yes
102.7-06	ALTA – Loan	Foundation, Portion of Premises	10%, based upon portion of loan applicable to the land covered, minimum \$100, maximum \$1,000	Yes
103.1-06 (ALTA 28-06)	ALTA-Owner	Easement-Damage or Enforced Removal	All Owners – pricing shall be commensurate with the risk assumed / Loan Extended \$25, Loan Standard 10%	Yes
103.2-06	ALTA-Loan	Easement, Damage-Use of Maintenance	Loan Extended \$25, Loan Standard 10%	Yes
103.3-06	ALTA-Loan	Easement, Existing Encroachment, Enforced Removal	Loan Extended \$25, Loan Standard 10%	Yes
103.4-06	ALTA-Loan	Easement, Access to Public Street	Owner – All Policies 20%, maximum \$300 / Loan – All Policies 10%	No

			maximum \$250	
103.5-06	ALTA-Owner or Loan	Water Rights, Surface Damage	Owner – All Policies 20%, maximum \$300; Loan – All Policies 10% maximum \$250	No
103.6-06	ALTA - Loan	Encroachments, None Exist	10%	No
103.7-06	ALTA - Owner or Loan	Land Abuts Street	Owner Extended \$25, Owner Standard 20%, maximum \$100 / Loan Extended \$25 if issued concurrently with policy. 10% if issued subsequent to issuance of policy, maximum \$100. Loan Standard 10%, maximum \$100	No
103.8-06	ALTA - Loan	Water Rights, Future Improvements	10%	No
103.9-06	ALTA - Loan	Encroachment, Future Improvements	10%	No
103.10-06	ALTA - Owner or Loan	Surface Use, Horizontal Subdivision	20%	No
103.11-06 (ALTA 17-06)	ALTA or CLTA - Owner or Loan	Access and Entry	\$100	No
103.12-06 (ALTA 17.1-06)	ALTA or CLTA - Owner or Loan	Indirect Access and Entry	\$100	No
103.13-06 (ALTA 17.2-06)	ALTA or CLTA - Owner or Loan	Utility Access	Improved \$100, unimproved \$250	No
103.14-06 (ALTA 28.1-06)	ALTA - Owner or Loan	Encroachments - Boundaries and Easements	Owner Extended 15% (minimum \$100) / Loan Extended \$100	No
103.15-06 (ALTA 28.2-06)	ALTA - Owner or Loan	Encroachments - Boundaries and Easements - Described Improvements	Owner Extended 15% (minimum \$100) / Loan Extended \$100	No
103.16-06 (ALTA 28.3-06)	ALTA - Owner or Loan	Encroachments - Boundaries and Easements - Described Improvements and Land Under Development	Owner Extended 15% (minimum \$100) / Loan Extended \$100	Yes
104-06	ALTA - Loan	Assignment of Mortgage	40% based upon the unpaid balance of the encumbrance, minimum \$300, maximum	No

			\$1,000. Where multiple assignments of beneficiary interest by the same beneficiary are recorded concurrently, the charge shall be based upon the aggregate amount of the unpaid balances of the deeds of trust or mortgages being assigned, plus \$75 for each endorsement over one.	
104-A	CLTA – Loan	Assignment of Mortgage	30% based upon the unpaid balance of the encumbrance, minimum \$250, maximum \$1,000. Where multiple assignments of beneficial interest by the same beneficiary are recorded concurrently, the charge shall be based upon the aggregate amount of the unpaid balances of the deeds of trust or mortgages being assigned, plus \$75 for each endorsement over one.	No
104.1-06	ALTA - Loan	Assignment of Mortgage	No charge if issued concurrently with Loan Policy; \$125 if not issued concurrently with Loan Policy	No
104.4-06	ALTA - Loan	Collateral Assignment of Mortgage	Same as 104.1 above	No
104.6-06	ALTA - Loan	Assignment of Rents or Leases	\$100	No

(ALTA 37-06)				
104.7-06	ALTA - Loan	Assignment of Rents/Leases	\$50. On tracts where three or more are issued concurrently, \$15 per issue.	No
104.8-06	ALTA - Loan	Assignment of Mortgage	40% based upon the unpaid balance of the encumbrance, minimum \$300, maximum \$1,000. Where multiple assignments of beneficiary interest by the same beneficiary are recorded concurrently, the charge shall be based upon the aggregate amount of the unpaid balances of the deeds of trust or mortgages being assigned, plus \$75 for each endorsement over one.	No
104.9	CLTA - Loan	Assignment of Mortgage	30% based upon the unpaid balance of the encumbrance, minimum \$250, maximum \$1,000. Where multiple assignments of beneficial interest by the same beneficiary are recorded concurrently, the charge shall be based upon the aggregate amount of the unpaid balances of the deeds of trust or mortgages being assigned, plus \$75 for each	No

			endorsement over one.	
104.10-06	ALTA-Loan	Assignment of Mortgage	No charge if issued concurrently with policy; \$125 if not issued concurrently with Loan Policy	No
104.11-06	ALTA – Loan	Collateral Assignment of Mortgage	30% based upon the unpaid balance of the encumbrance, minimum \$250, maximum \$1,000. Where multiple assignments of beneficial interest by the same beneficiary are recorded concurrently, the charge shall be based upon the aggregate amount of the unpaid balances of the deeds of trust or mortgages being assigned, plus \$75 for each endorsement over one.	No
104.12-06 (ALTA 10-06)	ALTA – Loan	Assignment	No charge if issued concurrently with policy; \$125 if not issued concurrently with Loan Policy	No
104.13-06 (ALTA 10.1-06)	ALTA – Loan	Assignment and Date Down	40% based upon the unpaid balance of the encumbrance, minimum \$300, maximum \$1,000. Where multiple assignments of beneficiary interest by the same beneficiary are recorded concurrently, the	No

			charge shall be based upon the aggregate amount of the unpaid balances of the deeds of trust or mortgages being assigned, plus \$75 for each endorsement over one.	
105-06	ALTA- Loan	Multiple Mortgages in One Policy	\$100	No
105.1	CLTA – Loan	Multiple Mortgages in One Policy	\$100	No
106-06	ALTA – Owner, State of CA	State of California	\$100	No
106.C-06	ALTA 0 Owner, State of CA	State of California	\$100	No
106.1-06	ALTA – Owner, State of CA	State of California	\$100	No
106.2-06	ALTA – Owner	State of California	\$100	No
106.2C-06	ALTA – Owner, State of CA	State of California	\$100	No
107.1-06	ALTA – Owner or Loan	Allocation of Liability of Parcels	No charge	No
107.2-06	ALTA – Owner or Loan	Amount of Insurance, Increase	The insurance rate applicable for each additional \$10,000 of liability assumed in excess of the amount shown in the existing policy.	No
107.5-06	ALTA – Lessee or Loan	Leasehold Improvements	No charge	No
107.9-06	ALTA – Owner or Loan	Additional Insured	No charge if issued at time of policy or if issued to a trustee of a trust established for the benefit of the insured, otherwise \$100.	No
107.10-06	ALTA – Owner or Loan	Additional Insured	No charge if issued at time policy is issued. \$150 if attached subsequently.	No
107.11-06	ALTA – Loan	Non Merger After Loan Acquires Title	20% based upon amount of loan.	Yes
108.7	CLTA – Loan	Additional Advance	65% based upon amount of advance,	No

			minimum \$250. If priority insurance given, add 10%. Note: when issued in conjunction with 110.6 endorsement, only charge for highest rated endorsement.	
108.8-06	ALTA – Loan	Additional Advance	75% based upon amount of advance, minimum \$300. Note: when issued in conjunction with 110.5-06 endorsement, only charge for highest rated endorsement.	No
108.9	CLTA – Owner (DVA)	Additional Advance – DVA	80% base upon amount of advance, where the veteran is an insured owner, 100% based upon the amount of the advance, where the veteran is not an insured owner.	No
108.10-06	ALTA – Loan	Revolving Credit Loan, Increase	Loan Standard – 65% based upon amount of advance, minimum \$250. If priority insurance given, add 10%. Note: when issued in conjunction with 110.6 endorsement, only charge for highest rates endorsement. Loan Extended – 75% based upon amount of advance, minimum \$300. Note: when issued in	No

			conjunction with 110.5-06 endorsement, only charge for the highest rated endorsement.	
109	CLTA – Owner or Loan	Oil and Gas Lease, No Assignments	20%	No
110.1-06	ALTA – Owner or Loan	Deletion of Item from Policy	10% based upon amount of policy, maximum \$100.	Deletion of any Item besides Arbitration Clause requires underwriting approval
110.3-06	ALTA – Owner or Loan	Minerals, Conveyance of Surface Rights	Owner Extended, 10%, Owner Standard 20%, Loan Extended and Standard 10%	Yes
110.4-06	ALTA – Loan	Modification of Mortgage	20% based upon loan balance, minimum \$150.	No
110.5-06	ALTA – Loan	Modification of Mortgage	45% based upon loan balance, minimum \$300. If a NATIC Policy, ALTA 11-06, CLTA 110.5 or 110.5-06 endorsement has been issued within 18 months, maximum \$750. Note: When issued in conjunction with a 108.7-06 endorsement, only charge for the highest rated endorsement.	No
110.6	ALTA – Loan	Modification of Mortgage	35% based upon loan balance, minimum \$250. If a NATIC policy, 110.6 or 110.6-06 endorsement has been issued within 18 months, maximum of \$750 applies. Note – when issued in	No

			conjunction with a 108.7-06 endorsement, only charge for the highest rated endorsement.	
110.7-06	ALTA Owner or Lender	Insurance Against Enforceability of Item	Based upon risk involved, minimum \$100.	Yes
110.9-06 (ALTA 8.1-06)	ALTA – Loan	Environmental Protection Lien	\$25	No
110.9.1-06 (A:TA 9.2-06)	ALTA – Owner or Loan	Environmental Protection Lien (commercial)	\$25	No
110.10-06	ALTA – Loan	Modification and Additional Advance	The greater of (a) the applicable rate for a 108.8-06 endorsement, or (b) the applicable rate for a 110.5-06 endorsement, minimum \$300.	No
110.11-06 (ALTA 11-06)	ALTA – Loan	Mortgage Modification	45% based upon loan balance, minimum \$300. If a NATIC policy, ALTA 11-06, 110.5 or 110.5-06 endorsement has been issued with the last 18 months, maximum \$750 applies. When issued in conjunction with a 108.8-06 endorsement, only charge for the highest rated endorsement.	No
110.11.1-06 (ALTA 11.1-06)	ALTA Owner or Loan	Mortgage Modification with Subordination	45% based upon loan balance, minimum \$300. If a NATIC policy, ALTA 11-06, 110.5 or 110.5-06 endorsement has been issued with the last 18 months, maximum \$750 applies. When issued in conjunction with a 108.8-06	No

			endorsement, only charge for the highest rated endorsement.	
110.11.2-06 (ALTA 11.2-06)	ALTA – Loan	Mortgage Modification with Additional Amount of Insurance	The greater of (a) the applicable rate for a 108.8-06 endorsement, or (b) the applicable rate for a 110.5-06 endorsement, minimum \$300.	No
111-06	ALTA – Loan	Mortgage Priority, Partial Reconveyance	10% based upon loan balance, minimum \$100, maximum \$250.	No
111.1-06	ALTA - Loan	Mortgage Priority, Partial Reconveyance	10% based upon loan balance, minimum \$100, maximum \$250.	No
111.2-06	ALTA – Loan	Mortgage Priority, Subordination	Loan Extended: 10% if issued concurrently with policy, 30% if issued subsequent to issuance of policy, minimum \$100, maximum \$500. Loan Standard: 10% if issued concurrently with policy, 20% if issued subsequent to issuance of policy, minimum \$100, maximum \$500.	No
111.3-06	ALTA - Loan	Mortgage Priority, Encroachment, Address	20%	No
111.4-06	ALTA – Loan	Mortgage Impairment After Reconveyance	20%	No
111.5-06	ALTA – Loan	Variable Rate Mortgage	No charge	No
111.7-06	ALTA – Loan	Variable Rate, Renewal	No charge	No
111.8-06	ALTA – Loan	Variable Rate Mortgage, Negative Amortization	No charge	No
111.9-06	ALTA – FNMA Balloon Mortgage	Variable Rat FNMA 7 Year Balloon	No charge	No
111.10-06	ALTA-Loan	Revolving Credit Loan, Optional Advance	\$25	No
111.11-06	ALTA – Loan	Revolving Credit Loan, Obligatory Advance	\$25	No

111.14-06 (ALTA 14-06)	ALTA – Loan	Future Advance – Priority	\$25	No
111.14.1-06 (ALTA 14.1-06)	ALTA – Loan	Future Advance – Knowledge	\$25	No
111.14.2-06 (ALTA 14.2-06)	ALTA – Loan	Future Advance – Letter of Credit	\$25	No
11.14.3-06 (ALTA 14.3-06)	ALTA – Loan	Future Advance – Reverse Mortgage	\$25	No
112	CLTA – Bondholder	Bondholder	\$25	No
112.1-06	CLTA – Bondholder or Loan	Bondholder	\$25	No
112.2	CLTA – Bondholder or Loan	Bondholder, Joint Powers Transactions	\$25	No
114-06	ALTA – Loan	Coinsurance	The insurance rate applicable for the amount of liability assumed.	No
114.1-06	ALTA – Loan	Coinsurance, Joint and Several Liability	The insurance rate applicable for the amount of liability assumed.	No
114.2-06	ALTA – Loan	Coinsurance, Joint and Several Liability	The insurance rate applicable for the amount of liability assumed.	No
114.3-06 (ALTA 23-06)	ALTA – Owner or Loan	Co-Insurance, Single Policy	No charge	No
115-06	ALTA – Owner or Loan	Condominium	\$10	No
115.1-06 (ALTA 4-06)	ALTA – Loan	Condominium	No charge	No
115.2-06 (ALTA 5-06)	ALTA – Loan	Planned Unit Development	No charge	No
115.3-06 (ALTA 4.1-06)	ALTA Owner or Loan	Condominium	No charge	No
115.4-06 (ALTA 5.1-06)	ALTA – Owner or Loan	Planned Unit Development	No charge	No
116-06	ALTA – Loan	Designation of Improvements, Address	No charge if issued concurrently with policy. 10% if issued subsequently.	No
116.01-06 (ALTA 22-06)	ALTA or CLTA – Owner or Loan	Location	No charge if issued concurrently with policy. 10% if issued subsequently.	No
116.02-06 (ALTA 22.1-06)	ALTA or CLTA – Owner or Loan	Location and Map	No charge if issued concurrently with	No

			policy. 10% if issued subsequently.	
116.1-06 (ALTA 25-06)	ALTA – Owner or Loan	Same as Survey	Owner Standard, 20%. Owner Extended \$100. Loan Standard 20%. Loan Extended \$100.	No
116.1.2-06 (ALTA 25.1-06)	ALTA – Owner or Loan	Same as Portion of Survey	Owner Standard, 20%. Owner Extended \$100. Loan Standard 20%. Loan Extended \$100.	No
116.2-06	ALTA – Owner or Loan	Designation of Improvements, Condo	No charge if issued concurrently with policy. 10% if issued subsequently.	No
116.3-06	ALTA – Owner or Loan	Legal Description – New Subdivision	Owner all policies, 20%. Loan all policies 10%	No
116.4-06 (ALTA 19.1-06)	ALTA or CLTA – Owner or Loan	Contiguity, Single Parcel	\$100	No
116.4.1-06 (ALTA 19-06)	ALTA or CLTA – Owner or Loan	Contiguity, Multiple Parcels	\$100	No
116.5-06 (ALTA 7-06)	ALTA or CLTA – Owner or Loan	Manufactured Housing Unit	\$25	No
116.5.1-06 (ALTA 7.1-06)	ALTA – Loan	Manufactured Housing – Conversion, Loan	\$25	No
116.5.2-06 (ALTA 7.2-06)	ALTA or CLTA – Owner	Manufactured Housing – Conversion, Owner's	\$25	No
116.6-06	ALTA – Owner or Loan	Manufactured Housing Unit	\$25	No
116.7-06	ALTA – Owner or Loan	Subdivision Map Act Compliance	\$25	No
116.8-06 (ALTA 26-06)	ALTA – Owner or Loan	Subdivision	\$100	No
116.9-06 (ALTA 19.2-06)	ALTA – Owner or Loan	Contiguity – Specified Parcels	\$100	No
117-06 (ALTA 12-06)	ALTA – Loan	Aggregation – Loan	\$100	No
117.1-06 (ALTA 12.1-06)	ALTA - Loan	Aggregation – State Limits – Loan	\$100	No
119-06	ALTA – Loan	Validity of Lease in Schedule B	20%	No
119.1	CLTA – Owner or Loan – Leasehold	Leasehold Policy, Additional Exceptions	No charge	No
119.2-06	ALTA – Loan	Validity and Priority of Lease	20%	No

119.3-06	ALTA – Loan	Priority of Lease	10%	No
119.4	CLTA – Bondholder’s Policy	Validity of Sublease, Joint Powers	\$25	No
119.5-06 (ALTA 13-06)	ALTA – Owner	Leasehold – Owner	No charge	No
119.6-06 (ALTA 13.1-06)	ALTA – Loan	Leasehold – Loan	No charge	No
120.2	ALTA or CLTA – Owner or Loan	Subordination of Prior Mortgage Lease	20%	No
122-06	ALTA – Loan	Construction Lender Advance	If base policy is for full amount of loan: 10% based upon amount of advance, minimum \$100 per issue, maximum \$300 per issue. If base policy is in the amount of initial advance only, apply same charged as called for under the 108 series.	No, unless loss of priority approval was not obtained for base policy.
122.1A-06	ALTA – Loan	Construction Loan Advance – Initial Advance 2006 ALTA Loan Policy	If base policy is for full amount of loan: 10% based upon amount of advance, minimum \$100 per issue, maximum \$300 per issue. If base policy is in the amount of initial advance only, apply same charged as called for under the 108 series.	No, unless loss of priority approval was not obtained for base policy.
122.1B-06	ALTA – Loan	Construction Loan Advance – Subsequent Disbursement 2006 ALTA Loan Policy	If base policy is for full amount of loan: 10% based upon amount of advance, minimum \$100 per issue, maximum \$300 per issue. If base policy is in the amount of initial advance only,	No, unless loss of priority approval was not obtained for base policy.

			apply same charged as called for under the 108 series.	
122.2-06	ALTA – Loan	Construction Lender Advance	75% based upon amount of advance, minimum \$250.	No, unless loss of priority approval was not obtained for base policy.
123.1-06 (ALTA 3-06)	ALTA – Owner or Loan	Zoning – Unimproved Land	10%, minimum \$100.	Yes
123.2-06 (ALTA 3.1-06)	ALTA – Owner or Loan	Zoning – Completed Structure	If 123.1 or 123.1-06 previously issued 10%, minimum \$100; if not, 15%, minimum \$100.	Yes
123.3-06 (ALTA 3.2-06)	ALTA – Owner or Loan	Zoning – Land Under Development	Owner all policies 25%. Loan all policies 20%	Yes
124.1-06	ALTA – Owner or Loan	Covenants are Binding	Owner all policies 20%. Loan all policies 10%	No
124.2-06	ALTA – Lessee or Loan	Covenants in Lease are Binding	Lessee all policies 20%. Loan all policies 10% (only one charge applies when both endorsements 124.1-06 and 124.3-06 are issued on one policy)	No
124.3-06	ALTA – Lessee or Loan	Covenants in Lease are Binding	10% (only one charge applies when both endorsements 124.2-06 and 124.3-06 are issued on one policy)	No
127-06 (ALTA 15-06)	ALTA – Owner	Non-imputation – Full Equity Transfer	\$100	No
127.1-06 (ALTA 15.1-06)	ALTA – Owner	Non-imputation – Additional Insured	\$100	No
127.2-06 (ALTA 15.2-06)	ALTA – Owner	Non-imputation – Partial Equity Transfer	\$100	No
128-06 (ALTA 16-06)	ALTA – Owner	Mezzanine Financing	\$100	No
129-06 (ALTA 18-06)	ALTA or CLTA Owner or Loan	Single Tax Parcel	\$100	No
129.1-06	ALTA or CLTA	Multiple Tax Parcel	\$100	No

(ALTA 18.1-06)	Owner or Loan			
130-06 (ALTA 20-06)	ALTA – Loan	First Loss, Multiple Parcel Transactions	\$250	No
132	ALTA or CLTA – Loan	Usury	\$500	Yes
132-06 (ALTA 27-06)	ALTA – Loan	Usury	\$500	Yes
133-06 (ALTA 24-06)	ALTA – Loan	Doing Business	\$100	No
134-06 (ALTA 29-06)	ALTA – Loan	Interest Rate Swap – Direct Obligation	10%	Yes
134.1-06 (ALTA 29.1-06)	ALTA Loan	Interest Rate Swap – Additional Interest	10%	Yes
134.2-06 (ALTA 29.2-06)	ALTA – Loan	Interest Rate Swap – Direct Obligation – Defined Amount	10%	Yes
ALTA 134.3-06 (ALTA 29.3-06)	ALTA – Loan	Interest Rate Swap – Additional Interest – Defined Amount	10%	Yes
135-06 (ALTA 30-06)	ALTA – Loan	One to Four Family Shared Appreciation	\$100	No
136-06 (ALTA 31-06)	ALTA – Loan	Severable Improvements	\$100	No
ALTA 137-06 (ALTA 32-06)	ALTA – Loan	Construction Loan – Loss of Priority	No charge	No, if loss of priority approval was obtained for base policy
137.1-06 (ALTA 32.1-06)	ALTA - Loan	Construction Loan - Loss of Priority - Direct Payment	No charge	No, if loss of priority approval was obtained for base policy
137.2-06 (ALTA 32.2-06)	ALTA – Loan	Construction Loan - Loss of Priority - Insured's Direct Payment	No charge	No, if loss of priority approval was obtained for base policy
138-06 (ALTA 33-06)	ALTA – Loan	Disbursement	Single Family Residence or Condominium \$250. Commercial \$500	No, if loss of priority approval was obtained for base policy
139-06 (ALTA 34-06)	ALTA – Loan	Identified Risk Coverage	20%	Yes
140-06 (ALTA 35-06)	ALTA – Owner or Loan	Minerals and Other Subsurface Substances - Buildings	Owner all policies, 15% maximum \$500. Loan all policies \$100	Yes
140.1-06 (ALTA 35.1-06)	ALTA – Owner or Loan	Minerals and Other Subsurface Substances - Land Under Development	Owner all policies, 15% maximum \$500.	Yes

			Loan all policies \$100	
140.2-06 (ALTA 35.2-06)	ALTA – Owner or Loan	Minerals and Other Subsurface Substances - Described Improvements	Owner all policies, 15% maximum \$500. Loan all policies \$100	Yes
140.3-06 (ALTA 35.3-06)	ALTA – Owner or Loan	Minerals and Other Subsurface Substances - Land Under Development	Owner all policies, 20% maximum \$750. Loan all policies \$250	Yes
141-06 (ALTA 36-06)	ALTA – Owner	Energy Project - Leasehold/Easement - Owner's	Pricing shall be commensurate with the risk assumed.	Yes
141.1-06 (ALTA 36.1-06)	ALTA – Loan	Energy Project - Leasehold/Easement - Loan	Pricing shall be commensurate with the risk assumed.	Yes
141.2-06 (ALTA 36.2-06)	ALTA – Owner	Energy Project - Leasehold - Owner's	Pricing shall be commensurate with the risk assumed.	Yes
141.3-06 (ALTA 36.3-06)	ALTA – Loan	Energy Project - Leasehold - Loan	Pricing shall be commensurate with the risk assumed.	Yes
141.4-06 (ALTA 36.4-06)	ALTA – Owner	Energy Project - Covenants, Conditions and Restrictions - Land Under Development - Owner's	Pricing shall be commensurate with the risk assumed.	Yes
141.5-06 (ALTA 36.5-06)	ALTA – Loan	Energy Project - Covenants, Conditions and Restrictions - Land Under Development - Loan	Pricing shall be commensurate with the risk assumed.	Yes
141.6-06 (ALTA 35.6-06)	ALTA – Owner or Loan	Energy Project - Encroachments	Pricing shall be commensurate with the risk assumed.	Yes
141.7-06 (ALTA 35.7-06)	ALTA – Owner	Energy Project - Fee Estate - Owner's Policy	Pricing shall be commensurate with the risk assumed.	Yes
141.8-06 (ALTA 35.8-06)	ALTA - Loan	Energy Project - Fee Estate - Loan Policy	Pricing shall be commensurate with the risk assumed.	Yes
142-06 (ALTA 39-06)	ALTA – Owner or Loan	Policy Authentication	No charge	No
143-06 (ALTA 41-06)	ALTA – Owner or Loan	Water – Buildings	Owner all policies 20%, maximum \$500. If issued concurrently with Owner's Policy	No

			containing a 143-06 endorsement, no charge. Loan policy without concurrent Owner's Policy 10%, maximum \$300	
143.1-06 (ALTA 41.1-06)	ALTA – Owner or Loan	Water - Improvements	Owner all policies 20%, maximum \$500. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge. Loan policy without concurrent Owner's Policy 10%, maximum \$300	No
143.2-06 (ALTA 41.2-06)	ALTA – Owner or Loan	Water - Described Improvements	Owner all policies 20%, maximum \$500. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge. Loan policy without concurrent Owner's Policy 10%, maximum \$300	No
143.3-06 (ALTA 41.3-06)	ALTA – Owner or Loan	Water - Land Under Development	Owner all policies 25%, maximum \$750. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge. Loan policy without concurrent Owner's Policy 15%, maximum \$350	No
144-06 (ALTA 42-06)	ALTA – Loan	Commercial Lender Group Endorsement	\$250	No
145-06 (ALTA 43-06)	ALTA – Loan	Anti-Taint	\$150	No
146-06 (ALTA 44-06)	ALTA – Loan	Insured Mortgage Recording – Loan	No charge	No
147-06 (ALTA 40-06)	ALTA – Owner	Tax Credit – Owner's Policy	Pricing shall be commensurate	Yes

			with the risk assumed.	
147.1-06 (ALTA 40.1-06)	ALTA – Owner	Tax Credit – Defined Amount – Owner's Policy	Pricing shall be commensurate with the risk assumed.	Yes
148-06 (ALTA 45-06)	ALTA – Loan	<i>Pari Passu</i> Mortgage – Loan Policy	\$50	Yes

N-2 AMERICAN LAND TITLE ASSOCIATION (ALTA) ENDORSEMENTS

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
3-06 (CLTA 123.1-06)	ALTA – Owner or Loan	Zoning - Unimproved Land	10%, minimum \$100.	Yes
3.1-06 (CLTA 123.2-06)	ALTA – Owner or Loan	Zoning - Completed Structure	If 123.1 or 123.1-06 previously issued 10%, minimum \$100; If not, 15%, minimum \$100.	Yes
3.2-06 (CLTA 123.3-06)	ALTA – Owner or Loan	Zoning - Land Under Development	Owner all policies 25%. Loan all policies 20%	Yes
4-06 (CLTA 115.1-06)	ALTA - Loan	Condominium	No charge	No
4.1-06 (CLTA 115.3-06)	ALTA – Owner or Loan	Condominium	No charge	No
5-06 (CLTA 115.2-06)	ALTA - Loan	Planned Unit Development	No charge	No
5.1-06 (CLTA 115.4-06)	ALTA – Owner or Loan	Planned Unit Development	No charge	No
6-06 (CLTA 111.5-06)	ALTA - Loan	Variable Rate Mortgage	No charge	No
6.2-06 (CLTA 111.8-06)	ALTA - Loan	Variable Rate Mortgage, Negative Amortization	No charge	No
7-06 (CLTA 116.5-06)	ALTA or CLTA – Owner or Loan	Manufactured Housing Unit	\$25	No
7.1-06 (CLTA 116.5.1-06)	ALTA - Loan	Manufactured Housing-Conversion, Loan	\$25	No
7.2-06 (CLTA 116.5.2-06)	ALTA or CLTA - Owner	Manufactured Housing-Conversion, Owner's	\$25	No
8.1-06 (CLTA 110.9-06)	ALTA - Loan	Environmental Protection Lien	\$25	No
8.2-06 (CLTA 110.9.1-06)	ALTA – Owner or Loan	Environmental Protection Lien	\$25	No
9-06 (CLTA 100.2-06)	ALTA - Loan	Restrictions, Encroachments, Minerals - Loan Policy	No charge	Yes
9.1-06 (CLTA 100.9-06)	ALTA or CLTA - Owner	Restrictions, Encroachments, Minerals - Unimproved Land - Owner's Policy	\$100	Yes
9.2-06 (CLTA 100.10-06)	ALTA or CLTA - Owner	Covenants, Conditions and Restrictions - Improved Land - Owner's Policy	\$100	Yes

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
9.3-06 (CLTA 100.2.1-06)	ALTA - Loan	Covenant, Conditions and Restrictions - Loan Policy	No charge	Yes
9.6-06 (CLTA 100.2.6-06)	ALTA - Loan	Private Rights - Loan Policy	\$100	Yes
9.7-06 (CLTA 100.2.7-06)	ALTA - Loan	Restrictions, Encroachments, Minerals - Land Under Development - Loan Policy	10%, minimum \$100/ maximum \$500	Yes
9.8-06 (CLTA 100.2.8-06)	ALTA - Owner	Covenants, Conditions and Restrictions - Land Under Development - Owner's Policy	15%, minimum \$100 / maximum \$750	Yes
9.9-06 (CLTA 100.2.9-06)	ALTA - Owner	Private Rights - Owner's Policy	\$250	Yes
9.10-06 (CLTA 100.2.10-06)	ALTA - Loan	Restrictions, Encroachments, Minerals - Current Violations - Loan Policy	\$100	Yes
10-06 (CLTA 104.12-06)	ALTA - Loan	Assignment	No charge if issued concurrently with policy; \$125 if not issued concurrently with Loan Policy	No
10.1-06 (CLTA 104.13-06)	ALTA - Loan	Assignment and Date Down	40% based upon the unpaid balance of the encumbrance, minimum \$300, maximum \$1,000. Where multiple assignments of beneficiary	No
11-06 (CLTA 110.11-06)	ALTA - Loan	Mortgage Modification	45% based upon loan balance, minimum \$300. If a NATIC policy, ALTA 11-06, 110.5 or 110.5-06 endorsement has been issued with the last 18 months, maximum \$750 applies. When	No

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
			issued in conjunction with a 108.8-06 endorsement, only charge for the highest rated endorsement.	
11.1-06 (CLTA 110.11.1-06)	ALTA – Owner or Loan	Mortgage Modification with Subordination	45% based upon loan balance, minimum \$300. If a NATIC policy, ALTA 11-06, 110.5 or 110.5-06 endorsement has been issued with the last 18 months, maximum \$750 applies. When issued in conjunction with a 108.8-06 endorsement, only charge for the highest rated endorsement.	No
11.2-06 (CLTA 110.11.2-06)	ALTA - Loan	Mortgage Modification with Additional Amount of Insurance	The greater of (a) the applicable rate for a 108.8-06 endorsement, or (b) the applicable rate for a 110.5-06 endorsement, minimum \$300.	No
12-06 (CLTA 117-06)	ALTA - Loan	Aggregation – Loan	\$100	No
12.1-06 (CLTA 117.1-06)	ALTA - Loan	Aggregation – State Limits – Loan	\$100	No
13-06 (CLTA 119.5-06)	ALTA - Owner	Leasehold – Owner	No charge	No
13.1-06 (CLTA 119.6-06)	ALTA - Loan	Leasehold – Loan	No charge	No
14-06 (CLTA 111.14-06)	ALTA - Loan	Future Advance – Priority	\$25	No
14.1-06	ALTA - Loan	Future Advance – Knowledge	\$25	No

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
(CLTA 111.14.1-06)				
14.2-06 (CLTA 111.14.2-06)	ALTA - Loan	Future Advance – Letter of Credit	\$25	No
14.3-06 (CLTA 111.14.3-06)	ALTA - Loan	Future Advance – Reverse Mortgage	\$25	No
15-06 (CLTA 127-06)	ALTA - Owner	Non-imputation – Full Equity Transfer	\$100	No
15.1-06 (CLTA 127.1-06)	ALTA - Owner	Non-imputation – Additional Insured	\$100	No
15.2-06 (CLTA 127.2-06)	ALTA - Owner	Non-imputation – Partial Equity Transfer	\$100	No
16-06 (CLTA 128-06)	ALTA - Owner	Mezzanine Financing	\$100	No
17-06 (CLTA 103.11-06)	ALTA or CLTA – Owner or Loan	Access and Entry	\$100	No
17.1-06 (CLTA 103.12-06)	ALTA or CLTA – Owner or Loan	Indirect Access and Entry	\$100	No
17.2-06 (CLTA 103.13-06)	ALTA or CLTA – Owner or Loan	Utility Access	Improved \$100, unimproved \$250	No
18-06 (CLTA 129-06)	ALTA or CLTA – Owner or Loan	Single Tax Parcel	\$100	No
18.1-06 (CLTA 129.1-06)	ALTA or CLTA – Owner or Loan	Multiple Tax parcel	\$100	No
19-06 (CLTA 116.4.1-06)	ALTA or CLTA – Owner or Loan	Contiguity, Multiple Parcels	\$100	No
19.1-06 (CLTA 116.4-06)	ALTA or CLTA – Owner or Loan	Contiguity, Single Parcel	\$100	No
19.2-06 (CLTA 116.9-06)	ALTA – Owner or Loan	Contiguity, Specified Parcels	\$100	No
20-06 (CLTA 130-06)	ALTA - Loan	First Loss, Multiple Parcel Transactions	\$250	No
22-06 (CLTA 116.01-06)	ALTA or CLTA – Owner or Loan	Location	Owner Standard, 20%. Owner Extended \$100. Loan Standard 20%. Loan Extended \$100.	No
22.1-06 (CLTA 116.02-06)	ALTA or CLTA – Owner or Loan	Location and Map	No charge if issued concurrently with policy.	No

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
			10% if issued subsequently.	
23-06 (CLTA 114.3-06)	ALTA – Owner or Loan	Co-Insurance, Single Policy	No charge	No
24-06 (CLTA 133-06)	ALTA - Loan	Doing Business	\$100	No
25-06 (CLTA 115.1-06)	ALTA – Owner or Loan	Same as Survey	No charge	No
25.1-06 (CLTA 116.1.2-06)	ALTA – Owner or Loan	Same as Portion of Survey	Owner Standard, 20%. Owner Extended \$100. Loan Standard 20%. Loan Extended \$100.	No
26-06 (CLTA 116.8-06)	ALTA – Owner or Loan	Subdivision	\$100	No
27-06 (CLTA 132-06)	ALTA - Loan	Usury	\$500	Yes
28-06 (CLTA 103.1-06)	ALTA - Owner	Easement - Damage or Enforced Removal	All Owners – pricing shall be commensurate with the risk assumed / Loan Extended \$25, Loan Standard 10%	Yes
28.1-06 (CLTA 103.14-06)	ALTA – Owner or Loan	Encroachments - Boundaries and Easements	Owner Extended 15% (minimum \$100) / Loan Extended \$100	No
28.2-06 (CLTA 103.15-06)	ALTA – Owner or Loan	Encroachments - Boundaries and Easements - Described Improvements	Owner Extended 15% (minimum \$100) / Loan Extended \$100	No
28.3-06 (CLTA 103.16-06)	ALTA – Owner or Loan	Encroachments - Boundaries and Easements - Described Improvements and Land Under Development	Owner Extended 15% (minimum \$100) / Loan Extended \$100	No
29-06 (CLTA 134-06)	ALTA - Loan	Interest Rate Swap - Direct Obligation	10%	Yes
29.1-06 (CLTA 134.1-06)	ALTA - Loan	Interest Rate Swap - Additional Interest	10%	Yes
29.2-06 (CLTA 134.2-06)	ALTA - Loan	Interest Rate Swap - Direct Obligation - Defined Amount	10%	Yes
29.3-06 (CLTA 134.3-06)	ALTA - Loan	Interest Rate Swap - Additional Interest - Defined Amount	10%	Yes
30-06	ALTA - Loan	One to Four Family Shared Appreciation	\$100	No

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
(CLTA 135-06)				
30.1-06 (CLTA 135.1-06)	ALTA - Loan	Commercial Participation Interest	\$100	No
31-06 (CLTA 136-06)	ALTA - Loan	Severable Improvements	\$100	No
32-06 (CLTA 137-06)	ALTA - Loan	Construction Loan - Loss of Priority	No charge	No, if loss of priority approval was obtained for base policy
32.1-06 (CLTA 137.1-06)	ALTA - Loan	Construction Loan - Loss of Priority - Direct Payment	No charge	No, if loss of priority approval was obtained for base policy
32.2-06 (CLTA 137.2-06)	ALTA - Loan	Construction Loan - Loss of Priority - Insured's Direct Payment	No charge	No, if loss of priority approval was obtained for base policy
33-06 (CLTA 138-06)	ALTA - Loan	Disbursement	Single Family Residence or Condominium \$250. Commercial \$500	No, if loss of priority approval was obtained for base policy
34-06 (CLTA 139-06)	ALTA - Loan	Identified Risk Coverage	20%	Yes
35-06 (CLTA 140-06)	ALTA - Owner or Loan	Minerals and Other Subsurface Substances - Buildings	Owner all policies, 15% maximum \$500. Loan all policies \$100	Yes
35.1-06 (CLTA 140.1-06)	ALTA - Owner or Loan	Minerals and Other Subsurface Substances - Improvements	Owner all policies, 15% maximum \$500. Loan all policies \$100	Yes
35.2-06 (CLTA 140.2-06)	ALTA - Owner or Loan	Minerals and Other Subsurface Substances - Described Improvements	Owner all policies, 15% maximum \$500. Loan all policies \$100	Yes
35.3-06 (CLTA 140.3-06)	ALTA - Owner or Loan	Minerals and Other Subsurface Substances - Land Under Development	Owner all policies, 20% maximum \$750. Loan all policies \$250	Yes
36-06 (CLTA 141-06)	ALTA - Owner	Energy Project - Leasehold/Easement - Owner's	Pricing shall be commensurate with the risk assumed.	Yes
36.1-06 (CLTA 141.1-06)	ALTA - Loan	Energy Project - Leasehold/Easement - Loan	Pricing shall be commensurate with the risk	Yes

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
			assumed.	
36.2-06 (CLTA 141.2-06)	ALTA - Owner	Energy Project - Leasehold - Owner's	Pricing shall be commensurate with the risk assumed.	Yes
36.3-06 (CLTA 141.3-06)	ALTA - Loan	Energy Project - Leasehold – Loan	Pricing shall be commensurate with the risk assumed.	Yes
36.4-06 (CLTA 141.4-06)	ALTA - Owner	Energy Project - Covenants, Conditions and Restrictions - Land Under Development - Owner's	Pricing shall be commensurate with the risk assumed.	Yes
36.5-06 (CLTA 141.5-06)	ALTA - Loan	Energy Project - Covenants, Conditions and Restrictions - Land Under Development - Loan	Pricing shall be commensurate with the risk assumed.	Yes
36.6-06 (CLTA 141.6-06)	ALTA – Owner or Loan	Energy Project - Encroachments	Pricing shall be commensurate with the risk assumed.	Yes
36.7-06 (CLTA 141.7-06)	ALTA - Owner	Energy Project - Fee Estate - Owner's Policy	Pricing shall be commensurate with the risk assumed.	Yes
36.8-06 (CLTA 141.8-06)	ALTA - Loan	Energy Project - Fee Estate - Loan Policy	Pricing shall be commensurate with the risk assumed.	Yes
37-06 (CLTA 104.6-06)	ALTA - Loan	Assignment of Rents or Leases	\$100	No
39-06 (CLTA 142-06)	ALTA – Owner or Loan	Policy Authentication	No charge	No
40-06 (CLTA 147-06)	ALTA - Owner	Tax Credit - Owner's Policy	Pricing shall be commensurate with the risk assumed.	Yes
40.1-06 (CLTA 147.1-06)	ALTA - Owner	Tax Credit - Defined Amount - Owner's Policy	Pricing shall be commensurate with the risk assumed.	Yes
41-06 (CLTA 143-06)	ALTA – Owner or Loan	Water - Buildings	Owner all policies 20%, maximum \$500. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge.	No

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
			Loan policy without concurrent Owner's Policy 10%, maximum \$300	
41.1-06 (CLTA 143.1-06)	ALTA – Owner or Loan	Water - Improvements	Owner all policies 20%, maximum \$500. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge. Loan policy without concurrent Owner's Policy 10%, maximum \$300	No
41.2-06 (CLTA 143.2-06)	ALTA – Owner or Loan	Water - Described Improvements	Owner all policies 20%, maximum \$500. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge. Loan policy without concurrent Owner's Policy 10%, maximum \$300	No
41.3-06 (CLTA 143.3-06)	ALTA – Owner or Loan	Water - Land Under Development	Owner all policies 25%, maximum \$750. If issued concurrently with Owner's Policy containing a 143-06 endorsement, no charge. Loan policy without	No

ALTA No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
			concurrent Owner's Policy 15%, maximum \$350	
42-06 (CLTA 144-06)	ALTA - Loan	Commercial Lender Group Endorsement	\$250	No
43-06 (CLTA 145-06)	ALTA - Loan	Anti-Taint	\$150	No
44-06 (CLTA 146-06)	ALTA - Loan	Insured Mortgage Recording - Loan	No charge	No
45-06 (CLTA 148-06)	ALTA - Loan	<i>Pari Passu</i> Mortgage - Loan Policy	\$50	Yes

N-3 NORTH AMERICAN TITLE INSURANCE COMPANY ENDORSEMENTS

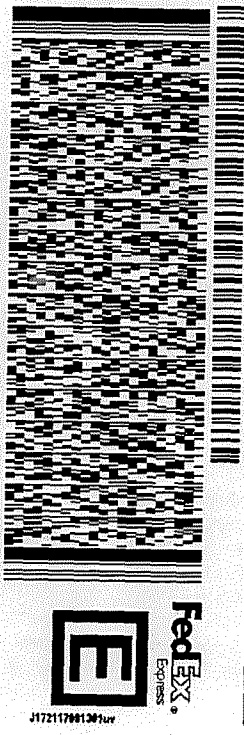
N.A. No.:	ALTA or CLTA Owner or Loan	Description	Charges	Underwriter Approval
1.	ALTA Loan	Reverse Mortgage (Trustee Mortgagor)	\$50.00	No
2.	ALTA and CLTA Loan	Solar	\$50.00	No
3.	ALTA and CLTA Loan	Special Separate Property Loan	\$50.00	No

Next

Bid

ORIGIN: DJBPA (213) 488-4325
TAMIE MULLEN
CHICAGO TITLE
725 S. FIGUEROA ST.
SUITE 200
LOS ANGELES, CA 90017
UNITED STATES US
BILL SENDER
SHIP DATE: 15NOV17
ACT WGT: 4.00 LB
CAD: 2215320NET3920

TO PURCHASING AND CONTRACTING
COUNTY OF SAN DIEGO
5560 OVERLAND AVE,
SUITE 270
SAN DIEGO CA 92123
REF: COUNTY OF SAN DIEGO RFB 8425
DEPT:



TRK# 7707 6242 6894
THU - 16 NOV 10:30A
PRIORITY OVERNIGHT
ASR

WT MYFA
92123
CA-US SAN
Barcode

COUNTY OF SAN DIEGO
DEPARTMENT OF PURCHASING AND CONTRACTING
REQUEST FOR PROPOSAL (RFB) 8425
TITLE AND SCOPE: CROW SERVICES

RT 417
ST 14
2 10:30
A 6894
11/16

Submitted by:
Cheryl Yanez, Sr. Vice President
Chicago Title Company
725 S. Figueroa Street., Ste. 200
Los Angeles, CA 90017
Attn: Cheryl Yanez
Phone: 213 488-4315
Email: cheryl.yanez@ctt.com

#2
DP
2017/11/16 AM09:25 16s

County of San Diego
Request for BID (RFB) 8425
Department of General Services
Title and Escrow Services

Submitted by:

Cheryl Yanez, Sr. Vice President
Chicago Title Company
725 S. Figueroa Street., Ste. 200
Los Angeles, CA 90017
Attn: Cheryl Yanez
Phone: 213 488-4315
Email: cheryl.yanez@ctt.com

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- Commercial Fee Schedule
 - Residential Fee Schedule
 - Litigation Guarantee Fee Schedule
- Tab 5-** Proof of State of California, Department of Insurance License
- Tab 6 -** Bidder/Offeror DVBE Information
- Tab 7 -** DVBE “Good Faith Effort” Package

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
SECTION A – P&C 600 FORM

THIS IS NOT AN ORDER

ISSUED: OCTOBER 18, 2017

MAIL OR DELIVER TO:

COUNTY OF SAN DIEGO – RFB NO. 8425
DEPARTMENT OF PURCHASING & CONTRACTING
5560 OVERLAND AVENUE, SUITE 270
SAN DIEGO, CA 92123-1204

AWARDS WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

UNSPSC COMMODITY CODE: 801300

FOR INFORMATION, PLEASE CALL:

MARTHA F. TREVEJO, PCO
MARTHA.TREVEJO@SDCOUNTY.CA.GOV

BID OPENING DATE: NOVEMBER 15, 2017

**BIDS MUST BE RECEIVED AT THE ABOVE ADDRESS
PRIOR TO 11:00 A.M. ON DATE OF BID OPENING**

PLEASE STATE YOUR LOWEST PRICE F.O.B. DESTINATION
AND BRAND NAME OR TRADE NAME IF APPLICABLE.

(PLEASE USE A TYPEWRITER OR BLACK INK)
YOUR ENVELOPE MUST INCLUDE RFB NO. 8425

DESCRIPTION

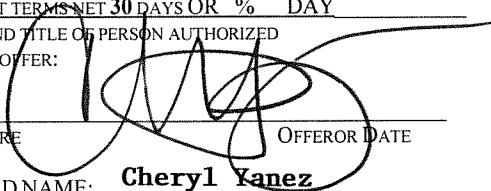
THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF GENERAL SERVICES HAS A REQUIREMENT FOR TITLE AND ESCROW SERVICES, IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM:	JANUARY 1, 2018 THROUGH DECEMBER 31, 2018
FIRST COUNTY OPTION TERM:	JANUARY 1, 2019 THROUGH DECEMBER 31, 2019
SECOND COUNTY OPTION TERM:	JANUARY 1, 2020 THROUGH DECEMBER 31, 2020
THIRD COUNTY OPTION TERM:	JANUARY 1, 2021 THROUGH DECEMBER 31, 2021
FOURTH COUNTY OPTION TERM:	JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

PRICING SUBMITTED IS TO REMAIN FIRM FIXED FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. ALL ITEMS WITHIN EACH TERM PERIOD MUST BE PRICED TO BE CONSIDERED RESPONSIVE.

ARE YOU ABLE TO COMPLY WITH ALL ITEMS SPECIFIED WITHIN THE SCOPE OF WORK, INSURANCE REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS? YES X OR NO

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 [] 2 [] 3 [] 4 [] 5 []

<u>SUBJECT TO ACCEPTANCE WITHIN 90 DAYS</u>	<u>PAYMENT TERMS NET 30 DAYS OR % DAY</u>
NAME AND ADDRESS OF BIDDER Chicago Title Company STREET, CITY, STATE, ZIP 725 S. Figueroa St., Ste. 200 Los Angeles, CA 9007 TELEPHONE: NUMBER (213) 488-4315 FAX TELEPHONE: (213) 488-4388 E-MAIL Cheryl.yanez@ctt.com	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:  SIGNATURE _____ OFFEROR DATE _____ PRINTED NAME: Cheryl Yanez PRINTED TITLE: Sr. Vice President
ACCEPTANCE AS TO ITEM(S) NUMBERED: (VC No.)	-----NOTIFICATION OF AWARD----- (THIS SECTION FOR COUNTY USE ONLY) COUNTY OF SAN DIEGO By: _____ DATE: _____ JOHN M. PELLEGRINO, DIRECTOR DEPT OF PURCHASING & CONTRACTING
TOTAL AMOUNT	AWARD No. _____
	NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise(DVBE)
Certification #: _____

Small Business Enterprise (SBE)
Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)
Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Cheryl Yanez

Signature: 

Title: Sr. Vice President

Date: 11/8/17

Company/Organization: Chicago Title Company

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
SECTION A – INDEMNIFICATION AGREEMENT**

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: Chicago Title Company ("Offeror") with reference to the following facts:

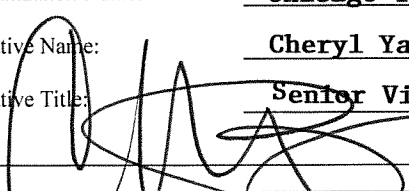
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Chicago Title Company</u>
Authorized Representative Name:	<u>Cheryl Yanez</u>
Authorized Representative Title:	<u>Senior Vice President</u>
Signature: 	Date: <u>11/8/17</u>

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

INITIAL TERM: JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 567.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,600.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 925.00
7	Update Requests	1	Hourly	\$ No Charge
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 567.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 560.00
10	Document Requests	1	Hourly	\$ No Charge
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Initial Term				\$ 6,029.00

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

FIRST OPTION PERIOD: JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 567.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,600.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 925.00
7	Update Requests	1	Hourly	\$ No Charge
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 567.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 560.00
10	Document Requests	1	Hourly	\$ No Charge
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for First Option Period				\$ 6,029.00

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

SECOND OPTION PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 567.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,600.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 925.00
7	Update Requests	1	Hourly	\$ No Charge
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 567.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 560.00
10	Document Requests	1	Hourly	\$ No Charge
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Second Option Period				\$ 6,029.00

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE

THIRD OPTION PERIOD: JANUARY 1, 2021 THROUGH OCTOBER 31, 2021

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 567.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,600.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 925.00
7	Update Requests	1	Hourly	\$ No Charge
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 567.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 560.00
10	Document Requests	1	Hourly	\$ No Charge
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Third Option Period				\$ 6,029.00

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

FOURTH OPTION PERIOD: JANUARY 1, 2022 THROUGH OCTOBER 31, 2022

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 567.00
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,600.00
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 500.00
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 567.00
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 925.00
7	Update Requests	1	Hourly	\$ No Charge
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 567.00
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 560.00
10	Document Requests	1	Hourly	\$ No Charge
11	Chain of Title Search	1	Hourly	\$ 250.00
*Total Price for Fourth Option Period				\$ 6,029.00

***Transfer Total Price to the Pricing Summary (Page 5)**

PRICING SUMMARY*

INITIAL YEAR	\$ 6,029.00
FIRST OPTION YEAR	\$ 6,029.00
SECOND OPTION YEAR	\$ 6,029.00
THIRD OPTION YEAR	\$ 6,029.00
FOURTH OPTION YEAR	\$ 6,029.00
BASIS OF AWARD	\$ 30,145.00

SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID

Commercial Fee Schedule

CHICAGO TITLE INSURANCE COMPANY

Part 2
Commercial/Industrial Property
Title Insurance

This part contains pricing for owner's fee and lesser estates, lenders, and leasehold interests.

See Major Projects/Planned Projects for additional pricing options.

Includes pricing for title services for all property not covered under other Parts of this manual.

CHICAGO TITLE INSURANCE COMPANY

PART 2
STATEWIDE INSURANCE RATE TABLE C
FOR COMMERCIAL/INDUSTRIAL TITLE INSURANCE
Without Escrow Services

Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Lender's Concurrent Rate
Up to and including \$30,000	\$396	\$285	\$165,001-170,000	\$870	\$365
\$30,001-35,000	\$418	\$285	\$170,001-175,000	\$884	\$370
\$35,001-40,000	\$418	\$285	\$175,001-180,000	\$899	\$375
\$40,001-45,000	\$462	\$285	\$180,001-185,000	\$913	\$380
\$45,001-50,000	\$462	\$285	\$185,001-190,000	\$928	\$385
\$50,001-55,000	\$472	\$285	\$190,001-195,000	\$943	\$390
\$55,001-60,000	\$494	\$285	\$195,001-200,000	\$957	\$395
\$60,001-65,000	\$516	\$285	\$200,001-205,000	\$971	\$400
\$65,001-70,000	\$538	\$285	\$205,001-210,000	\$986	\$405
\$70,001-75,000	\$560	\$285	\$210,001-215,000	\$1,000	\$410
\$75,001-80,000	\$582	\$285	\$215,001-220,000	\$1,014	\$415
\$80,001-85,000	\$604	\$285	\$220,001-225,000	\$1,029	\$420
\$85,001-90,000	\$626	\$285	\$225,001-230,000	\$1,043	\$425
\$90,001-95,000	\$648	\$285	\$230,001-235,000	\$1,057	\$430
\$95,001-100,000	\$667	\$285	\$235,001-240,000	\$1,071	\$435
\$100,001-105,000	\$681	\$300	\$240,001-245,000	\$1,086	\$440
\$105,001-110,000	\$695	\$305	\$245,001-250,000	\$1,100	\$445
\$110,001-115,000	\$711	\$310	\$250,001-255,000	\$1,114	\$450
\$115,001-120,000	\$725	\$315	\$255,001-260,000	\$1,129	\$455
\$120,001-125,000	\$739	\$320	\$260,001-265,000	\$1,143	\$460
\$125,001-130,000	\$754	\$325	\$265,001-270,000	\$1,157	\$465
\$130,001-135,000	\$768	\$330	\$270,001-275,000	\$1,172	\$470
\$135,001-140,000	\$783	\$335	\$275,001-280,000	\$1,186	\$475
\$140,001-145,000	\$798	\$340	\$280,001-285,000	\$1,200	\$480
\$145,001-150,000	\$812	\$345	\$285,001-290,000	\$1,214	\$485
\$150,001-155,000	\$826	\$350	\$290,001-295,000	\$1,229	\$490
\$155,001-160,000	\$840	\$355	\$295,001-300,000	\$1,243	\$490
\$160,001-165,000	\$856	\$360			

For Each Additional \$5,000 or fraction thereof above \$300,000	Base Rate (Owners)		Lender's Concurrent Rate	
Up to and including \$500,000	Add \$10.55 per \$5,000	\$1,665	Add \$5.25 per \$5,000	\$700
Up to and including \$850,000	Add \$9.90 per \$5,000	\$2,358	Add \$5.25 per \$5,000	\$1,067.50
Up to and including \$1,000,000	Add \$9.50 per \$5,000	\$2,643	Add \$3.55 per \$5,000	\$1,174
Up to and including \$1,500,000	Add \$7.50 per \$5,000	\$3,393	Add \$2.50 per \$5,000	\$1,424
Up to and including \$2,000,000	Add \$7.25 per \$5,000	\$4,118	Add \$2.20 per \$5,000	\$1,644
Up to and including \$2,500,000	Add \$4.00 per \$5,000	\$4,518	Add \$2.20 per \$5,000	\$1,864
Up to and including \$3,000,000	Add \$3.70 per \$5,000	\$4,888	Add \$2.20 per \$5,000	\$2,084
Up to and including \$4,000,000	Add \$3.60 per \$5,000	\$5,608	Add \$2.20 per \$5,000	\$2,524
Over \$4,000,000	Add \$3.70 per \$5,000		Add \$2.20 per \$5,000	

**PART III
COMMERCIAL
ESCROW SERVICES**

This part contains pricing for Owner's/Lessee's interests and loans for any property other than a single family 1-4 residence not otherwise addressed in other parts of this manual.

Chicago Title Company

Chapter 7 Commercial Escrow Fees and Charges for any Property other than a Single Family 1-4 Residence not otherwise addressed in other parts of this Manual

7.0 Commercial Sale Escrow Services

Applicable to the following Zones:

- a. Zone 1, Orange, Riverside and San Bernardino Counties
- b. Zone 2, Los Angeles County
- c. Zone 10, San Diego County

Transaction Amount	Fee Charged
Up to \$ 60,000	\$630
\$ 60,001 to \$100,000	\$725
\$100,001 to \$150,000	\$775
\$150,001 to \$200,000	\$825
\$200,001 to \$250,000	\$875
\$250,001 to \$300,000	\$925
\$300,001 to \$350,000	\$975
\$350,001 to \$400,000	\$1,025
\$400,001 to \$450,000	\$1,075
\$450,001 to \$500,000	\$1,125
\$500,001 to \$550,000	\$1,240
\$550,001 to \$600,000	\$1,355
\$600,001 to \$650,000	\$1,470
\$650,001 to \$700,000	\$1,585
\$700,001 to \$750,000	\$1,700
\$750,001 to \$800,000	\$1,815
\$800,001 to \$850,000	\$1,930
\$850,001 to \$900,000	\$2,045
\$900,001 to \$950,000	\$2,160
\$950,001 to \$1,000,000	\$2,275
\$1,000,001 to \$2,000,000	\$2,675
\$2,000,001 to \$3,000,000	\$3,175
\$3,000,001 and up	Minimum \$3,175. If additional charges are to be made, they will be based on the costs incurred and additional responsibilities assumed by the Company, and must be agreed to by the customer in writing. In writing includes customer's approval of settlement statement.

Residential Fee Schedule

CHICAGO TITLE INSURANCE COMPANY

Part 1

Residential Property 1-4 Family Unit Residential Properties including individual Vacant Lots which will be used for 1-4 Residential Purposes

Title Insurance

This part contains pricing for owner's fee and lesser estates, lenders, and leasehold interests.

Includes pricing for title services for all 1-4 family property except that which qualifies under any other "Part" within this Schedule of Fees and Charges. Commercial Short Term Rate is not applicable.

CHICAGO TITLE INSURANCE COMPANY

Residential Property 1-4 Family Unit Residential Properties including Individual
 Vacant Lots which will be used for 1-4 Residential Purposes
 Insurance Rate Table "R"
 (without escrow services)

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
Up to and including \$30,000	\$400	\$269	\$550,001-560,000	\$1,537	\$859
\$30,001-40,000	\$400	\$269	\$650,001-570,000	\$1,552	\$869
\$40,001-50,000	\$400	\$269	\$570,001-580,000	\$1,568	\$879
\$50,001-60,000	\$495	\$280	\$580,001-590,000	\$1,584	\$889
\$60,001-70,000	\$530	\$291	\$590,001-600,000	\$1,600	\$899
\$70,001-80,000	\$567	\$302	\$600,001-610,000	\$1,612	\$909
\$80,001-90,000	\$602	\$313	\$610,001-620,000	\$1,627	\$919
\$90,001-100,000	\$644	\$324	\$620,001-630,000	\$1,643	\$929
\$100,001-110,000	\$667	\$334	\$630,001-640,000	\$1,659	\$939
\$110,001-120,000	\$690	\$344	\$640,001-650,000	\$1,675	\$949
\$120,001-130,000	\$714	\$354	\$650,001-660,000	\$1,691	\$959
\$130,001-140,000	\$737	\$364	\$660,001-670,000	\$1,707	\$969
\$140,001-150,000	\$760	\$374	\$670,001-680,000	\$1,722	\$979
\$150,001-160,000	\$783	\$384	\$680,001-690,000	\$1,738	\$989
\$160,001-170,000	\$806	\$394	\$690,001-700,000	\$1,754	\$999
\$170,001-180,000	\$830	\$403	\$700,001-710,000	\$1,766	\$1,009
\$180,001-190,000	\$852	\$414	\$710,001-720,000	\$1,782	\$1,019
\$190,001-200,000	\$885	\$424	\$720,001-730,000	\$1,797	\$1,029
\$200,001-210,000	\$900	\$434	\$730,001-740,000	\$1,813	\$1,039
\$210,001-220,000	\$923	\$444	\$740,001-750,000	\$1,829	\$1,049
\$220,001-230,000	\$945	\$454	\$750,001-760,000	\$1,845	\$1,059
\$230,001-240,000	\$968	\$464	\$760,001-770,000	\$1,861	\$1,069
\$240,001-250,000	\$990	\$476	\$770,001-780,000	\$1,877	\$1,079
\$250,001-260,000	\$1,012	\$487	\$780,001-790,000	\$1,892	\$1,089
\$260,001-270,000	\$1,035	\$498	\$790,001-800,000	\$1,908	\$1,099
\$270,001-280,000	\$1,057	\$510	\$800,001-810,000	\$1,934	\$1,109
\$280,001-290,000	\$1,080	\$521	\$810,001-820,000	\$1,950	\$1,119
\$290,001-300,000	\$1,102	\$532	\$820,001-830,000	\$1,965	\$1,129
\$300,001-310,000	\$1,103	\$545	\$830,001-840,000	\$1,982	\$1,139
\$310,001-320,000	\$1,120	\$559	\$840,001-850,000	\$1,997	\$1,149
\$320,001-330,000	\$1,137	\$572	\$850,001-860,000	\$2,012	\$1,156
\$330,001-340,000	\$1,154	\$586	\$860,001-870,000	\$2,027	\$1,163
\$340,001-350,000	\$1,171	\$599	\$870,001-880,000	\$2,042	\$1,170
\$350,001-360,000	\$1,188	\$612	\$880,001-890,000	\$2,058	\$1,177
\$360,001-370,000	\$1,205	\$626	\$890,001-900,000	\$2,073	\$1,184
\$370,001-380,000	\$1,223	\$639	\$900,001-910,000	\$2,092	\$1,191
\$380,001-390,000	\$1,240	\$652	\$910,001-920,000	\$2,107	\$1,198
\$390,001-400,000	\$1,257	\$665	\$920,001-930,000	\$2,122	\$1,205
\$400,001-410,000	\$1,294	\$679	\$930,001-940,000	\$2,137	\$1,212
\$410,001-420,000	\$1,310	\$693	\$940,001-950,000	\$2,153	\$1,219
\$420,001-430,000	\$1,327	\$706	\$950,001-960,000	\$2,168	\$1,226
\$430,001-440,000	\$1,344	\$719	\$960,001-970,000	\$2,183	\$1,233
\$440,001-450,000	\$1,361	\$733	\$970,001-980,000	\$2,198	\$1,240
\$450,001-460,000	\$1,378	\$746	\$980,001-990,000	\$2,213	\$1,247
\$460,001-470,000	\$1,395	\$759	\$990,001-1,000,000	\$2,229	\$1,254
\$470,001-480,000	\$1,412	\$773	\$1,000,001-1,010,000	\$2,241	\$1,259
\$480,001-490,000	\$1,429	\$786	\$1,010,001-1,020,000	\$2,253	\$1,264
\$490,001-500,000	\$1,446	\$799	\$1,020,001-1,030,000	\$2,265	\$1,269
\$500,001-510,000	\$1,457	\$809	\$1,030,001-1,040,000	\$2,277	\$1,274
\$510,001-520,000	\$1,473	\$819	\$1,040,001-1,050,000	\$2,289	\$1,279
\$520,001-530,000	\$1,489	\$829	\$1,050,001-1,060,000	\$2,301	\$1,284
\$530,001-540,000	\$1,505	\$839	\$1,060,001-1,070,000	\$2,313	\$1,289
\$540,001-550,000	\$1,521	\$849			

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
\$1,070,001-1,080,000	\$2,325	\$1,294	\$1,600,001-1,610,000	\$2,921	\$1,548
\$1,080,001-1,090,000	\$2,337	\$1,299	\$1,610,001-1,620,000	\$2,932	\$1,552
\$1,090,001-1,100,000	\$2,349	\$1,304	\$1,620,001-1,630,000	\$2,943	\$1,556
\$1,100,001-1,110,000	\$2,361	\$1,309	\$1,630,001-1,640,000	\$2,954	\$1,560
\$1,110,001-1,120,000	\$2,373	\$1,314	\$1,640,001-1,650,000	\$2,966	\$1,564
\$1,120,001-1,130,000	\$2,385	\$1,319	\$1,650,001-1,660,000	\$2,977	\$1,568
\$1,130,001-1,140,000	\$2,397	\$1,324	\$1,660,001-1,670,000	\$2,988	\$1,572
\$1,140,001-1,150,000	\$2,409	\$1,329	\$1,670,001-1,680,000	\$3,000	\$1,576
\$1,150,001-1,160,000	\$2,421	\$1,334	\$1,680,001-1,690,000	\$3,011	\$1,580
\$1,160,001-1,170,000	\$2,433	\$1,339	\$1,690,001-1,700,000	\$3,022	\$1,584
\$1,170,001-1,180,000	\$2,445	\$1,344	\$1,700,001-1,710,000	\$3,027	\$1,588
\$1,180,001-1,190,000	\$2,457	\$1,349	\$1,710,001-1,720,000	\$3,039	\$1,592
\$1,190,001-1,200,000	\$2,469	\$1,354	\$1,720,001-1,730,000	\$3,049	\$1,596
\$1,200,001-1,210,000	\$2,481	\$1,359	\$1,730,001-1,740,000	\$3,061	\$1,600
\$1,210,001-1,220,000	\$2,493	\$1,364	\$1,740,001-1,750,000	\$3,073	\$1,604
\$1,220,001-1,230,000	\$2,505	\$1,369	\$1,750,001-1,760,000	\$3,084	\$1,608
\$1,230,001-1,240,000	\$2,517	\$1,374	\$1,760,001-1,770,000	\$3,095	\$1,612
\$1,240,001-1,250,000	\$2,529	\$1,379	\$1,770,001-1,780,000	\$3,106	\$1,616
\$1,250,001-1,260,000	\$2,541	\$1,384	\$1,780,001-1,790,000	\$3,117	\$1,620
\$1,260,001-1,270,000	\$2,553	\$1,389	\$1,790,001-1,800,000	\$3,128	\$1,624
\$1,270,001-1,280,000	\$2,565	\$1,394	\$1,800,001-1,810,000	\$3,144	\$1,628
\$1,280,001-1,290,000	\$2,577	\$1,399	\$1,810,001-1,820,000	\$3,155	\$1,632
\$1,290,001-1,300,000	\$2,589	\$1,404	\$1,820,001-1,830,000	\$3,166	\$1,636
\$1,300,001-1,310,000	\$2,601	\$1,409	\$1,830,001-1,840,000	\$3,177	\$1,640
\$1,310,001-1,320,000	\$2,613	\$1,414	\$1,840,001-1,850,000	\$3,188	\$1,644
\$1,320,001-1,330,000	\$2,625	\$1,419	\$1,850,001-1,860,000	\$3,199	\$1,648
\$1,330,001-1,340,000	\$2,637	\$1,424	\$1,860,001-1,870,000	\$3,211	\$1,652
\$1,340,001-1,350,000	\$2,649	\$1,429	\$1,870,001-1,880,000	\$3,222	\$1,656
\$1,350,001-1,360,000	\$2,661	\$1,434	\$1,880,001-1,890,000	\$3,233	\$1,660
\$1,360,001-1,370,000	\$2,673	\$1,439	\$1,890,001-1,900,000	\$3,244	\$1,664
\$1,370,001-1,380,000	\$2,685	\$1,444	\$1,900,001-1,910,000	\$3,259	\$1,668
\$1,380,001-1,390,000	\$2,697	\$1,449	\$1,910,001-1,920,000	\$3,271	\$1,672
\$1,390,001-1,400,000	\$2,709	\$1,454	\$1,920,001-1,930,000	\$3,282	\$1,676
\$1,400,001-1,410,000	\$2,721	\$1,459	\$1,930,001-1,940,000	\$3,293	\$1,680
\$1,410,001-1,420,000	\$2,733	\$1,464	\$1,940,001-1,950,000	\$3,304	\$1,684
\$1,420,001-1,430,000	\$2,745	\$1,469	\$1,950,001-1,960,000	\$3,315	\$1,688
\$1,430,001-1,440,000	\$2,757	\$1,474	\$1,960,001-1,970,000	\$3,326	\$1,692
\$1,440,001-1,450,000	\$2,769	\$1,479	\$1,970,001-1,980,000	\$3,338	\$1,696
\$1,450,001-1,460,000	\$2,781	\$1,484	\$1,980,001-1,990,000	\$3,349	\$1,700
\$1,460,001-1,470,000	\$2,793	\$1,489	\$1,990,001-2,000,000	\$3,360	\$1,704
\$1,470,001-1,480,000	\$2,805	\$1,494	\$2,000,001-2,010,000	\$3,366	\$1,709
\$1,480,001-1,490,000	\$2,817	\$1,499	\$2,010,001-2,020,000	\$3,372	\$1,714
\$1,490,001-1,500,000	\$2,829	\$1,504	\$2,020,001-2,030,000	\$3,378	\$1,719
\$1,500,001-1,510,000	\$2,824	\$1,508	\$2,030,001-2,040,000	\$3,384	\$1,724
\$1,510,001-1,520,000	\$2,835	\$1,512	\$2,040,001-2,050,000	\$3,390	\$1,729
\$1,520,001-1,530,000	\$2,846	\$1,516	\$2,050,001-2,060,000	\$3,396	\$1,734
\$1,530,001-1,540,000	\$2,858	\$1,520	\$2,060,001-2,070,000	\$3,402	\$1,739
\$1,540,001-1,550,000	\$2,869	\$1,524	\$2,070,001-2,080,000	\$3,408	\$1,744
\$1,550,001-1,560,000	\$2,880	\$1,528	\$2,080,001-2,090,000	\$3,414	\$1,749
\$1,560,001-1,570,000	\$2,891	\$1,532	\$2,090,001-2,100,000	\$3,420	\$1,754
\$1,570,001-1,580,000	\$2,903	\$1,536	\$2,100,001-2,110,000	\$3,426	\$1,759
\$1,580,001-1,590,000	\$2,914	\$1,540	\$2,110,001-2,120,000	\$3,432	\$1,764
\$1,590,001-1,600,000	\$2,925	\$1,544	\$2,120,001-2,130,000	\$3,438	\$1,769

CHICAGO TITLE INSURANCE COMPANY

Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate	Amount of Insurance	Residential Owners Rate	Lender's Concurrent Rate
\$2,130,001-2,140,000	\$3,444	\$1,774	\$2,570,001-2,580,000	\$3,708	\$1,994
\$2,140,001-2,150,000	\$3,450	\$1,779	\$2,580,001-2,590,000	\$3,714	\$1,999
\$2,150,001-2,160,000	\$3,456	\$1,784	\$2,590,001-2,600,000	\$3,720	\$2,004
\$2,160,001-2,170,000	\$3,462	\$1,789	\$2,600,001-2,610,000	\$3,726	\$2,009
\$2,170,001-2,180,000	\$3,468	\$1,794	\$2,610,001-2,620,000	\$3,732	\$2,014
\$2,180,001-2,190,000	\$3,474	\$1,799	\$2,620,001-2,630,000	\$3,738	\$2,019
\$2,190,001-2,200,000	\$3,480	\$1,804	\$2,630,001-2,640,000	\$3,744	\$2,024
\$2,200,001-2,210,000	\$3,486	\$1,809	\$2,640,001-2,650,000	\$3,750	\$2,029
\$2,210,001-2,220,000	\$3,492	\$1,814	\$2,650,001-2,660,000	\$3,756	\$2,034
\$2,220,001-2,230,000	\$3,498	\$1,819	\$2,660,001-2,670,000	\$3,762	\$2,039
\$2,230,001-2,240,000	\$3,504	\$1,824	\$2,670,001-2,680,000	\$3,768	\$2,044
\$2,240,001-2,250,000	\$3,510	\$1,829	\$2,680,001-2,690,000	\$3,774	\$2,049
\$2,250,001-2,260,000	\$3,516	\$1,834	\$2,690,001-2,700,000	\$3,780	\$2,054
\$2,260,001-2,270,000	\$3,522	\$1,839	\$2,700,001-2,710,000	\$3,786	\$2,059
\$2,270,001-2,280,000	\$3,528	\$1,844	\$2,710,001-2,720,000	\$3,792	\$2,064
\$2,280,001-2,290,000	\$3,534	\$1,849	\$2,720,001-2,730,000	\$3,798	\$2,069
\$2,290,001-2,300,000	\$3,540	\$1,854	\$2,730,001-2,740,000	\$3,804	\$2,074
\$2,300,001-2,310,000	\$3,546	\$1,859	\$2,740,001-2,750,000	\$3,810	\$2,079
\$2,310,001-2,320,000	\$3,552	\$1,864	\$2,750,001-2,760,000	\$3,816	\$2,084
\$2,320,001-2,330,000	\$3,558	\$1,869	\$2,760,001-2,770,000	\$3,822	\$2,089
\$2,330,001-2,340,000	\$3,564	\$1,874	\$2,770,001-2,780,000	\$3,828	\$2,094
\$2,340,001-2,350,000	\$3,570	\$1,879	\$2,780,001-2,790,000	\$3,834	\$2,099
\$2,350,001-2,360,000	\$3,576	\$1,884	\$2,790,001-2,800,000	\$3,840	\$2,104
\$2,360,001-2,370,000	\$3,582	\$1,889	\$2,800,001-2,810,000	\$3,846	\$2,109
\$2,370,001-2,380,000	\$3,588	\$1,894	\$2,810,001-2,820,000	\$3,852	\$2,114
\$2,380,001-2,390,000	\$3,594	\$1,899	\$2,820,001-2,830,000	\$3,858	\$2,119
\$2,390,001-2,400,000	\$3,600	\$1,904	\$2,830,001-2,840,000	\$3,864	\$2,124
\$2,400,001-2,410,000	\$3,606	\$1,909	\$2,840,001-2,850,000	\$3,870	\$2,129
\$2,410,001-2,420,000	\$3,612	\$1,914	\$2,850,001-2,860,000	\$3,876	\$2,134
\$2,420,001-2,430,000	\$3,618	\$1,919	\$2,860,001-2,870,000	\$3,882	\$2,139
\$2,430,001-2,440,000	\$3,624	\$1,924	\$2,870,001-2,880,000	\$3,888	\$2,144
\$2,440,001-2,450,000	\$3,630	\$1,929	\$2,880,001-2,890,000	\$3,894	\$2,149
\$2,450,001-2,460,000	\$3,636	\$1,934	\$2,890,001-2,900,000	\$3,900	\$2,154
\$2,460,001-2,470,000	\$3,642	\$1,939	\$2,900,001-2,910,000	\$3,906	\$2,159
\$2,470,001-2,480,000	\$3,648	\$1,944	\$2,910,001-2,920,000	\$3,912	\$2,164
\$2,480,001-2,490,000	\$3,654	\$1,949	\$2,920,001-2,930,000	\$3,918	\$2,169
\$2,490,001-2,500,000	\$3,660	\$1,954	\$2,930,001-2,940,000	\$3,924	\$2,174
\$2,500,001-2,510,000	\$3,666	\$1,959	\$2,940,001-2,950,000	\$3,930	\$2,179
\$2,510,001-2,520,000	\$3,672	\$1,964	\$2,950,001-2,960,000	\$3,936	\$2,184
\$2,520,001-2,530,000	\$3,678	\$1,969	\$2,960,001-2,970,000	\$3,942	\$2,189
\$2,530,001-2,540,000	\$3,684	\$1,974	\$2,970,001-2,980,000	\$3,948	\$2,194
\$2,540,001-2,550,000	\$3,690	\$1,979	\$2,980,001-2,990,000	\$3,954	\$2,199
\$2,550,001-2,560,000	\$3,696	\$1,984	\$2,990,001-3,000,000	\$3,960	\$2,204
\$2,560,001-2,570,000	\$3,702	\$1,989			

Amount of Insurance	Residential Owners Rate		Lender's Concurrent Rate	
Over \$3,000,000	Add \$5.00 per \$10,000	\$3,960	Add \$4.00 per \$10,000	\$2,204

Chicago Title Company

PART II
**Escrow Services for Residential Property 1-4 Family Unit
Residential Properties Including Individual Vacant Lots which
will be used for 1-4 Residential Purposes**

Chicago Title Company

2.4 Zone 10 (San Diego County):

Sale Price	Escrow Rate
\$ 0 to \$700,000	\$700 base plus \$3 per thousand
Over \$700,000	Minimum \$2,800. See Section 2.12 for possible additional charges.

2.5 Zone 12 (Imperial County):

Sale Price	Escrow Rate
\$ 0 to \$1,000,000	\$400 base plus \$3 per thousand (minimum \$550)
Over \$1,000,000	Minimum \$3,400. See Section 2.12 for possible additional charges.

Northern California Counties

2.6 Zone 4 (Lassen, Plumas, Shasta and Tehama Counties):

Sale Price	Escrow Rate
\$0 to \$75,000	\$350
\$75,001 to \$80,000	\$375
\$80,001 to \$85,000	\$400
\$85,001 to \$90,000	\$425
\$90,001 to \$100,000	\$475
\$100,001 to \$1,000,000	\$475 plus \$5 per \$5,000 over \$100,000
Over \$1,000,000	Minimum \$1,375. See Section 2.12 for possible additional charges.

2.7 Zone 5 (Fresno, Kern, Kings, Madera and Tulare Counties):

Sale Price	Escrow Rate
\$0 to \$75,000	\$425
\$75,001 to \$85,000	\$465
\$85,001 to \$90,000	\$545
\$90,001 to \$100,000	\$575
\$100,001 to \$300,000	\$575 plus \$10 per \$5,000 over \$100,000
\$300,001 to \$1,000,000	\$975 plus \$5 per \$5,000 over \$300,000
Over \$1,000,000	Minimum \$1,675. See Section 2.12 for possible additional charges.

Litigation Guarantee Fee Schedule

CHICAGO TITLE INSURANCE COMPANY

Part 6
Guarantees and Miscellaneous Plant Services

This part contains pricing for guarantees, plant services and miscellaneous services.

CHICAGO TITLE INSURANCE COMPANY

Part 6
Guarantees

General Rules

1. The charges in this Part are applicable to Guarantees with stipulated liabilities covering a particular estate, interest or service. Where multiple guarantees are issued, refer to General Rules, Section L.
2. The Commercial short Term Rate is not applicable to Guarantees.
3. All of the guarantees/Plant Services number 601-624, inclusive, will have a stated liability of \$1,000, unless otherwise stated in the appropriate section.
4. If insurance is desired in excess of the stated liability as set forth herein, the charge for such increased liability shall be 15% of the insurance Rate Table C, (unless stated otherwise in any section) for the amount of insurance desired with no credit given for any "work charge" set forth in any numbered paragraph.

601 LITIGATION GUARANTEES - CLTA GUARANTEE FORM NO. 1

100% of Insurance Rate Table R, or C, based upon the value of the particular estate or interest involved. Minimum \$500.00

NOTE: If issued for the Judicial Foreclosure of a deed of trust for which a TSG has been or will be concurrently issued the charge is \$75.00.

601A LITIGATION GUARANTEES - CONTINUATION GUARANTEE

Each continuation guarantee issued within a period of twenty-four (24) months of the original guarantee to cover the filing of a lis pendens: \$100.00.

NOTE: The provisions and charges under Section 504 and 504A are not applicable to Trustee's Sale or foreclosure Guarantees covering deeds of trust or mortgages.

602 PROCEEDING GUARANTEES (CERTIFICATE OF REGULARITY)

Priced under Section 621.

603 CHAIN OF TITLE GUARANTEE - CLTA GUARANTEE FORM NO. 6

A guaranteed chain of title is issued only for specific purposes and limited period of time.

CHICAGO TITLE INSURANCE COMPANY

1. Except under the limited conditions as provided for in 2 below, the charge shall be:

\$250.00 Basic Charge for each chain of title plus minimum \$10.00 for each item reported.

NOTE: If issued in conjunction with a preliminary title report, charge only for each item reported in addition to the charge for the title report.

2. A limited service for the benefit of a lender only, provided such is related to the issuance of a policy of title insurance based upon a full examination of title, the charge shall be:
 - A. No additional charge where the chain of title is to cover the period of time not to exceed six (6) months prior to the date the loan is recorded.
 - B. For chain of title covering the period of time not to exceed forty-five (45) days subsequent to the date of the issuance of the lenders insurance: \$100.00.

604 JUDGMENT LIEN GUARANTEE - CLTA GUARANTEE FORM NO. 10

Per name (husband and wife considered one name):

\$250.00 minimum, plus \$10.00 for each lien reported over two.

605 MECHANIC'S LIEN GUARANTEE - CLTA GUARANTEE FORM NO. 9

1. \$250.00 minimum, plus \$10.00 for each lien reported over two.

2. Insurance in excess of minimums:

20% of Insurance Rate Table R or C, as applicable for Owner's Insurance

10% of Insurance Rate Table R or C, as applicable for Lender's Insurance.

606 BANKRUPTCY GUARANTEE

Priced under Section 621.

**Proof of State of California, Department of
Insurance License**

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

REISSUED LICENSE TO ACT AS AN UNDERWRITTEN TITLE COMPANY

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

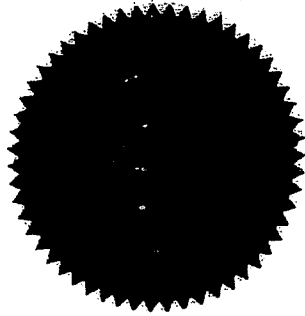
Chicago Title Company

is hereby licensed by the Insurance Commissioner of the State of California to transact business as an underwritten title company, including the handling of escrow business, in the county or counties enumerated below:

Alameda County	- Effective March 1, 1985
Contra Costa County	- Effective March 1, 1985
Los Angeles County	- Effective March 1, 1985
Orange County	- Effective March 1, 1985
Riverside County	- Effective March 1, 1985
Sacramento County	- Effective March 1, 1985
San Bernardino County	- Effective March 1, 1985
San Francisco County	- Effective March 1, 1985
San Mateo County	- Effective March 1, 1985
San Diego County	- Effective July 12, 1989
Imperial County	- Effective July 12, 1989
Solano County	- Effective July 12, 1989
Ventura County	- Effective July 12, 1989
Fresno County	- Effective July 12, 1989
Inyo County	- Effective July 12, 1989
Mono County	- Effective July 12, 1989
Kings County	- Effective July 12, 1989
Nadera County	- Effective July 12, 1989
Merced County	- Effective July 12, 1989
Monterey County	- Effective July 12, 1989
San Joaquin County	- Effective July 12, 1989
Stanislaus County	- Effective July 12, 1989
Tulare County	- Effective July 12, 1989
Placer County	- Effective March 1, 1992
El Dorado County	- Effective March 1, 1992
Kern County	- Effective June 30, 1993
Lassen County	- Effective June 30, 1993
Napa County	- Effective June 30, 1993
Plumas County	- Effective June 30, 1993
San Benito County	- Effective June 30, 1993
Santa Clara County	- Effective June 30, 1993
Shasta County	- Effective June 30, 1993
Sonoma County	- Effective June 30, 1993
Tehama County	- Effective June 30, 1993
San Luis Obispo County	- Effective June 30, 1994
Santa Barbara County	- Effective June 30, 1994
Yolo County	- Effective June 30, 1994

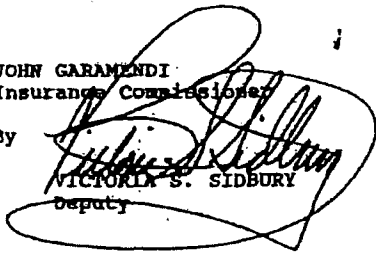
THIS LICENSE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 13th day of July, 1994.



JOHN GARAMENDI
Insurance Commissioner

By


VICTORIA S. SIDBURY
Deputy

NOTICE: The counties in which this License is effective are limited by the provisions of Section 12389 of the Insurance Code.

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offerrer's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section	
Offeror:	Chicago Title Company
Offeror's Representative:	Cheryl Yanez, Sr. Vice President

Job/Task Orders (to be completed at time of job/task order)	
Project Title:	
Project/Activity No.:	
Bid/Proposal No.:	Bid/Proposal Date:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	Nonprofit Organization
<input type="checkbox"/>	Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: _____
<input type="checkbox"/>	Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a:
<input type="checkbox"/>	DVBE - State of California Certification #: _____
<input type="checkbox"/>	VOSB - U.S. VA Certification #: _____
<input type="checkbox"/>	SDVOSB - U.S. VA Certification #: _____

DVBE Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/>	Offeror will self-perform 100% of the services.
<input type="checkbox"/>	Complete and attach DVBE Subcontractor Participation Plan
<input type="checkbox"/>	Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE SUBCONTRACTOR PARTICIPATION PLAN

Offeror: Chicago Title Company Offeror Representative: Cheryl Yanez, Sr. Vice President

Project Title: Title And Escrow Services

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
	Non- Applicable	Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
		Name:	
		Address:	
		Telephone #: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVBE			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\text{-----}}{\text{-----}} \times 100 = \text{-----} \%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBEs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.	Non- Applicable		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVBE Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)
Non- Applicable					

Sheet ____ of ____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

Next

Bid



Fidelity National Title®

4370 La Jolla Village Drive, Suite 240
San Diego, CA 92122

#3

2017/11/17 AM10:22 29s

AP

County Purchasing & Contracting
RFB # 8425

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
SECTION A – P&C 600 FORM

THIS IS NOT AN ORDER

ISSUED: OCTOBER 18, 2017

MAIL OR DELIVER TO:

COUNTY OF SAN DIEGO – RFB NO. 8425
DEPARTMENT OF PURCHASING & CONTRACTING
5560 OVERLAND AVENUE, SUITE 270
SAN DIEGO, CA 92123-1204

AWARDS WILL BE MADE TO THE LOWEST RESPNSIVE,
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

UNSPSC COMMODITY CODE: 801300

FOR INFORMATION, PLEASE CALL:

MARTHA F. TREVEJO, PCO
MARTHA.TREVEJO@SDCOUNTY.CA.GOV

BID OPENING DATE: NOVEMBER 15, 2017

**BIDS MUST BE RECEIVED AT THE ABOVE ADDRESS
PRIOR TO 11:00 A.M. ON DATE OF BID OPENING**

PLEASE STATE YOUR LOWEST PRICE F.O.B. DESTINATION
AND BRAND NAME OR TRADE NAME IF APPLICABLE.

(PLEASE USE A TYPEWRITER OR BLACK INK)
YOUR ENVELOPE **MUST INCLUDE RFB NO. 8425**

DESCRIPTION


THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF GENERAL SERVICES HAS A REQUIREMENT FOR TITLE AND ESCROW SERVICES, IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL CONTRACT TERM:	JANUARY 1, 2018 THROUGH DECEMBER 31, 2018
FIRST COUNTY OPTION TERM:	JANUARY 1, 2019 THROUGH DECEMBER 31, 2019
SECOND COUNTY OPTION TERM:	JANUARY 1, 2020 THROUGH DECEMBER 31, 2020
THIRD COUNTY OPTION TERM:	JANUARY 1, 2021 THROUGH DECEMBER 31, 2021
FOURTH COUNTY OPTION TERM:	JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

PRICING SUBMITTED IS TO REMAIN FIRM FIXED FOR EACH YEAR IN THE TERM PERIOD IDENTIFIED ABOVE. ALL ITEMS WITHIN EACH TERM PERIOD MUST BE PRICED TO BE CONSIDERED RESPONSIVE.

ARE YOU ABLE TO COMPLY WITH ALL ITEMS SPECIFIED WITHIN THE SCOPE OF WORK, INSURANCE REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS? YES OR NO

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 2 3 4 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS	PAYMENT TERMS NET 30 DAYS OR % DAY
NAME AND ADDRESS OF BIDDER Fidelity National Title STREET, CITY, STATE, ZIP 4370 La Jolla Village Dr. Suite 240 San Diego, CA 92122 TELEPHONE: NUMBER (858) 334-6915 FAX TELEPHONE: (619) 374-2306 E-MAIL tim.noonan@fnf.com	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:  SIGNATURE OFFEROR DATE 11/16/17 PRINTED NAME: Tim Noonan PRINTED TITLE: Vice President

NOTIFICATION OF AWARD -

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC No.)

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

By: _____ DATE: _____
JOHN M. PELLEGRINO, DIRECTOR
DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise(DVBE)
Certification #: _____

Small Business Enterprise (SBE)
Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)
Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 75 %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes N/A

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes N/A

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Tim Noonan Signature: [Signature]

Title: Vice President Date: 11/16/17

Company/Organization: Fidelity National Title

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
SECTION A – INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: Fidelity National Title ("Offeror") with reference to the following facts:

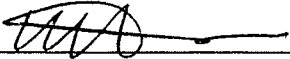
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Fidelity National Title</u>
Authorized Representative Name:	<u>Tim Noonan</u>
Authorized Representative Title:	<u>Vice President</u>
Signature: 	Date: <u>11/16/17</u>

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

INITIAL TERM: JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 624
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
7	Update Requests	1	Hourly	\$ 0
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
10	Document Requests	1	Hourly	\$ 0
11	Chain of Title Search	1	Hourly	\$ 125
*Total Price for Initial Term				\$ 4,705

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

FIRST OPTION PERIOD: JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 624
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
7	Update Requests	1	Hourly	\$ 0
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
10	Document Requests	1	Hourly	\$ 0
11	Chain of Title Search	1	Hourly	\$ 125
*Total Price for First Option Period				\$ 4,705

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

SECOND OPTION PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 624
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
7	Update Requests	1	Hourly	\$ 0
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
10	Document Requests	1	Hourly	\$ 0
11	Chain of Title Search	1	Hourly	\$ 125
*Total Price for Second Option Period				\$ 4,705

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

THIRD OPTION PERIOD: JANUARY 1, 2021 THROUGH OCTOBER 31, 2021

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 624
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
7	Update Requests	1	Hourly	\$ 0
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
10	Document Requests	1	Hourly	\$ 0
11	Chain of Title Search	1	Hourly	\$ 125
*Total Price for Third Option Period				\$ 4,705

***Transfer Total Price to the Pricing Summary (Page 5)**

SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A – PRICING SCHEDULE**

FOURTH OPTION PERIOD: JANUARY 1, 2022 THROUGH OCTOBER 31, 2022

Item	Description	Est. Qty	UOM	Unit Price
1	Residential Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
2	Residential Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 624
3	Residential Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
4	Commercial Preliminary Title Report (Attach Fee Schedule)	1	Each	\$ 250
5	Commercial Policy of Title Insurance (Attach Fee Schedule)	1	Each	\$ 560
6	Commercial Escrow Services (Attach Fee Schedule)	1	Each	\$ 1,000
7	Update Requests	1	Hourly	\$ 0
8	Residential Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
9	Commercial Litigation Guarantee Reports (Attach Fee Schedule)	1	Each	\$ 448
10	Document Requests	1	Hourly	\$ 0
11	Chain of Title Search	1	Hourly	\$ 125
*Total Price for Fourth Option Period				\$ 4,705

***Transfer Total Price to the Pricing Summary (Page 5)**

PRICING SUMMARY*

INITIAL YEAR	\$ 4,705
FIRST OPTION YEAR	\$ 4,705
SECOND OPTION YEAR	\$ 4,705
THIRD OPTION YEAR	\$ 4,705
FOURTH OPTION YEAR	\$ 4,705
BASIS OF AWARD	\$ 23,525

SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE) through DVBE Subcontractor Participation goals. County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. The County DVBE program recognizes the State of California DVBE certification, which may be found at <http://www.pd.dgs.ca.gov>.

In the case of indefinite delivery/indefinite quantity Contracts, DVBE Subcontractor Participation Requirements shall be applied at the time of task order issuance based on the value of the individual task order. DVBE forms for the documentation required for individual task orders resulting from Contract award are contained within this solicitation.

Bidder/Offeror (Offeror) must meet or exceed a 3% DVBE Subcontractor Participation goal for each task order where the value of services exceeds \$1 million in annual value, or must show a good faith effort to do so. Offeror does not need to submit documentation with its submittal, but must submit a DVBE Subcontractor Participation Summary and DVBE Subcontractor Participation Plan for each task order prior to issuance of each such task order. If the DVBE Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVBE Subcontractor Participation goal in the event that all or part of the DVBE Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort regardless of utilization calculated on the DVBE Subcontractor Participation Plan. Failure of the Offeror to comply with any task order DVBE requirement may adversely impact the potential for the Offeror to receive any further work under the contract.

Exhibit C

FIDELITY NATIONAL TITLE INSURANCE COMPANY

PART II OWNER'S INSURANCE Insurance Rate Table "R" (without escrow services)

Amount of Insurance	Base Rate (Owner's)	Residential Owner's Rate	Lender's Concurrent Rate	Amount of Insurance	Base Rate (Owner's)	Residential Owner's Rate	Lender's Concurrent Rate
Up to and including \$30,000	\$396	\$400	\$285	\$165,001-170,000	\$870	\$738	\$365
\$30,001-35,000	\$418	\$400	\$285	\$170,001-175,000	\$884	\$760	\$370
\$35,001-40,000	\$418	\$400	\$285	\$175,001-180,000	\$899	\$762	\$375
\$40,001-45,000	\$462	\$400	\$285	\$180,001-185,000	\$913	\$773	\$380
\$45,001-50,000	\$462	\$400	\$285	\$185,001-190,000	\$928	\$785	\$385
\$50,001-55,000	\$472	\$418	\$285	\$190,001-195,000	\$943	\$796	\$390
\$55,001-60,000	\$494	\$435	\$285	\$195,001-200,000	\$957	\$808	\$395
\$60,001-65,000	\$516	\$453	\$285	\$200,001-205,000	\$971	\$819	\$400
\$65,001-70,000	\$538	\$470	\$285	\$205,001-210,000	\$986	\$830	\$405
\$70,001-75,000	\$560	\$488	\$285	\$210,001-215,000	\$1,000	\$842	\$410
\$75,001-80,000	\$582	\$506	\$285	\$215,001-220,000	\$1,014	\$853	\$415
\$80,001-85,000	\$604	\$523	\$285	\$220,001-225,000	\$1,028	\$864	\$420
\$85,001-90,000	\$626	\$541	\$285	\$225,001-230,000	\$1,043	\$875	\$425
\$90,001-95,000	\$648	\$558	\$285	\$230,001-235,000	\$1,057	\$886	\$430
\$95,001-100,000	\$667	\$576	\$285	\$235,001-240,000	\$1,071	\$898	\$435
\$100,001-105,000	\$681	\$588	\$300	\$240,001-245,000	\$1,086	\$909	\$440
\$105,001-110,000	\$695	\$599	\$305	\$245,001-250,000	\$1,100	\$920	\$445
\$110,001-115,000	\$711	\$611	\$310	\$250,001-255,000	\$1,114	\$931	\$450
\$115,001-120,000	\$725	\$622	\$315	\$255,001-260,000	\$1,128	\$942	\$455
\$120,001-125,000	\$739	\$634	\$320	\$260,001-265,000	\$1,143	\$954	\$460
\$125,001-130,000	\$754	\$646	\$325	\$265,001-270,000	\$1,157	\$965	\$465
\$130,001-135,000	\$768	\$657	\$330	\$270,001-275,000	\$1,172	\$978	\$470
\$135,001-140,000	\$783	\$669	\$335	\$275,001-280,000	\$1,186	\$987	\$475
\$140,001-145,000	\$798	\$680	\$340	\$280,001-285,000	\$1,200	\$998	\$480
\$145,001-150,000	\$812	\$692	\$345	\$285,001-290,000	\$1,214	\$1,010	\$485
\$150,001-155,000	\$826	\$704	\$350	\$290,001-295,000	\$1,229	\$1,021	\$490
\$155,001-160,000	\$840	\$715	\$355	\$295,001-300,000	\$1,243	\$1,032	\$490
\$160,001-165,000	\$855	\$727	\$360				

For Each Additional \$5,000 or fraction thereof above \$300,000	Base Rate (Owner's)		Residential Owner's Rate		Lender's Concurrent Rate	
Up to and including \$500,000	Add \$10.55 per \$5,000	\$1,665	Add \$8.50 per \$5,000	\$1,372	Add \$5.25 per \$5,000	\$700
Up to and including \$850,000	Add \$9.90 per \$5,000	\$2,358	Add \$7.90 per \$5,000	\$1,925	Add \$5.25 per \$5,000	\$1,087.50
Up to and including \$1,000,000	Add \$9.50 per \$5,000	\$2,643	Add \$7.80 per \$5,000	\$2,153	Add \$3.65 per \$5,000	\$1,174
Up to and including \$1,500,000	Add \$7.50 per \$5,000	\$3,393	Add \$6.00 per \$5,000	\$2,763	Add \$2.50 per \$5,000	\$1,424
Up to and including \$2,000,000	Add \$7.25 per \$5,000	\$4,118	Add \$5.60 per \$5,000	\$3,313	Add \$2.20 per \$5,000	\$1,644
Up to and including \$2,500,000	Add \$4.00 per \$5,000	\$4,518	Add \$3.35 per \$5,000	\$3,848	Add \$2.20 per \$5,000	\$1,864
Up to and including \$3,000,000	Add \$3.70 per \$5,000	\$4,888	Add \$3.15 per \$5,000	\$3,963	Add \$2.20 per \$5,000	\$2,084
Up to and including \$4,000,000	Add \$3.60 per \$5,000	\$5,508	Add \$2.95 per \$5,000	\$4,553	Add \$2.20 per \$5,000	\$2,524
Over \$4,000,000	Add \$3.70 per \$5,000		Add \$2.95 per \$5,000		Add \$2.20 per \$5,000	

Exhibit C Part 2

Escrow Fee Break Downs

\$0-\$3,000,000.00	\$1,000.00
\$300,001.00-\$500,000.00	\$1,500.00
\$500,001.00-\$1,000,000.00	\$2,275.00
\$1,000,001.00-\$3,000,000.00	\$3,175.00
\$3,000,001.00-\$5,000,000.00	\$3,500.00
\$5,000,001.00-\$10,000,000.00	\$5,000.00
\$10,000,001.00-\$20,000,000.00	\$7,000.00

Concurrent Loan Fees:

1st Loan	\$280.00
2nd Loan	\$150.00
3rd Loan +	\$100.00 each

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE SUBCONTRACTOR PARTICIPATION SUMMARY

This DVBE Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVBE participation goals set forth in Board Policy B-39a.

All Offerors must complete this section	
Offeror:	
Offeror's Representative:	

Job/Task Orders (to be completed at time of job/task order)	
Project Title:	
Project/Activity No.:	
Bid/Proposal No.:	Bid/Proposal Date:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVBE Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	Nonprofit Organization
<input type="checkbox"/>	Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California SBE Certification #: _____
<input type="checkbox"/>	Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California Certification #: _____ <input type="checkbox"/> VOSB - U.S. VA Certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA Certification #: _____

DVBE Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/>	Offeror will self-perform 100% of the services.
<input type="checkbox"/>	Complete and attach DVBE Subcontractor Participation Plan
<input type="checkbox"/>	Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVBE Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DVBE SUBCONTRACTOR PARTICIPATION PLAN

Offeror: _____ Offeror Representative: _____

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER AND CERTIFICATION NUMBER OF CERTIFIED DVBE TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVBE
		Name: Address: Telephone #: Certification #:	
		Name: Address: Telephone #: Certification #:	
		Name: Address: Telephone #: Certification #:	
		Name: Address: Telephone #: Certification #:	
		Name: Address: Telephone #: Certification #:	
		Name: Address: Telephone #: Certification #:	
		Name: Address: Telephone #: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVBE			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVBE}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
_____ x 100 = _____%	Submit Documentation of Good Faith Effort if goal is not met

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBEs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc)	Responded (Yes/No)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVBE Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION A**

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) Nature of work/supplies/services offered that are not accepted, (3) Dollar amounts of the DVBEs bids/proposals not accepted, (4) Subcontractors and/or suppliers that will be used instead of the DVBEs, (5) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (6) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/Supplier to be used (4)	Bid/Proposal Amount Accepted (5)	Reason Not Accepted (6)

Sheet ____ of ____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH TASK ORDER ON THE DUE DATE

**REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS**

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB NO. 8425 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).

2. Submit the following documents with your bid:

- Completed PC 600;
- Completed Representations and Certifications;
- Completed Indemnification Agreement;
- Completed Pricing Schedule;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123-1204, no later than 11:00 a.m. on November 15, 2017.** Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.
6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on October 31, 2017.**

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the grand total bid price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:
 1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
 2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.

REQUEST FOR BID (RFB) 8425
DEPARTMENT OF GENERAL SERVICES
TITLE AND ESCROW SERVICES
SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the “Good Faith Effort” Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy “A-97, Protest Procedures for Award of Contracts” the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (“NOI”).

F. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

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Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

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This agreement (“Agreement”) is made and entered into on the date shown on the signature page (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and Contractor [**# enter full corporate title, describe company, located at (complete address)**] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Title and Escrow Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, [**# include Contractor’s offer including final revisions as Exhibit A-1 where applicable**], Exhibit B Insurance Requirements and Exhibit C, Payment [**# Schedule or Contractor’s Budget**]. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor’s expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

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Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into if it has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at

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the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

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Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved

3.3.4 Return, Transfer and Removal of Assets

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing. (Rev. 7/31/08)

4.1.1 General Principles. Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. *[Include all state or other funding source requirements]*. Contractor shall,

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at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

- 4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement
- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number *pursuant to Exhibit C*. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
- 4.1.5.1 Prompt payment for vendors and subcontractors.
- 4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
- 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

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- 4.1.5.4 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 **Conditions Prerequisite To Payments.** County may elect not to make a particular payment if any of the following exists:
- 4.1.6.1 **Misrepresentation.** Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.1.6.2 **Unauthorized Actions by Contractor.** Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.1.6.3 **Default.** Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 **Withholding Of Payment.** County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 **Availability of Funding.** The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.1.9 **Disallowance.** In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 **County's Agreement Administrator.** The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

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5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete

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said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:

- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including

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facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

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- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: **[# Add Other Policies That May Apply for Certain Types of Services]**
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

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Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

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8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes

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under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. *[#Remove this clause unless federal funds are being used]* Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:
- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
 - 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
 - 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

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- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11
AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring,

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assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. [Note: Health and Human Services Agency (HHS) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov.] All other contractors will provide the following to their COR:
- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
 - 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or

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claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

**ARTICLE 12
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth

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in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and the Compliance Supplement (2CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall

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be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

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- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

- 16.21.1 Contractor shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.21.

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16.21.2 Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 13.4 “Maintenance of Records.”

16.21.3 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

16.22 Reserved

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____ day of _____ 20__ (“Effective Date”) and end on _____ 20__ (“Initial Term”) for a total Agreement period of ____ years.

OPTION TO EXTEND. *[#Optional]* The County’s option to extend is for ____ increments of ____ year(s) each for a total of ____ years beyond the expiration of the Initial Term, not to exceed _____, 20__, pursuant to Exhibit C Payment Schedule *or adjustment factor identified.* Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed _____ (\$#####) for the initial term of this Agreement and _____ (\$#####) for each of the # one-year option periods, for a maximum Agreement amount of _____ (\$#####), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the Agreement price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer’s Representative (“COR”)

#Name and Title
#Address
#Address
#Phone, FAX and email

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

#Name and Title
#Address
#Address
#Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[#CONTRACTOR NAME]

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
[#Name and Title]

Date: _____

Date: _____

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SECTION C, EXHIBIT A – STATEMENT OF WORK

Scope of Work/Purpose

The purpose of this work is to provide Title and Escrow Services to the Department of General Services, County of San Diego. The contractor shall be licensed by the State of California, Department of Insurance for a minimum a five (5) years.

Background

The County of San Diego, Department of General Services has recurring requirements for Title and Escrow services to support County real estate projects and transactions. Typical transactions may include the fee purchase of residential, large commercial or vacant land, acquisition of various types of easement interests for capital improvement projects. The County may also require policies of title insurance for issuance of new bonds or refinancing of existing bonds.

Requirements for Service Delivery

Title Services The contractor shall continue to be under the terms of this contract for all unfinished and opened files upon expiration of this contract. No new orders may be placed after contract expiration. When all unfinished and open files are completed, the contractor shall so notify the County and this contract will be terminated by virtue of completion.

Item 1. Preliminary Title Reports: Upon request, issue a preliminary title report for a specific property or properties, which may include easement interests. The time frame for such issuance not to exceed 10 workdays from the date of County's request. When bulk requests are made (10 or more) the Contractor shall process at least two orders a day until the request is completed, but in no case shall such time frame exceed 45 workdays. Each preliminary title report with back up documents shall be submitted electronically to the following County staff: helmer.rodriguez@sdcountry.ca.gov, laura.freitas@sdcountry.ca.gov and Thomas.mccabe@sdcountry.ca.gov . Orders are to be kept open until policy is issued or the County requests cancellation.

Item 2. Update Requests: Provide updates to original preliminary title reports as requested by County staff. Updates to preliminary title reports shall be provided at no charge if issued within two (2) years of the original preliminary report. Updates for preliminary title reports over two years old shall be charged in accordance with the contract provisions. These updates must be credited to the cost of a policy of title insurance when the policy is issued within two years.

Item 3. Litigation Guarantee Reports: Upon request, issue a litigation guarantee report(s) for eminent domain actions for a specific property, properties or easement interests. The time frame for such issuance shall not to exceed 10 workdays from date of request. Each litigation guarantee report and all back up documents shall be submitted to the County electronically.

Item 4. Policy of Title Insurance: Upon request, issue a policy of title insurance for a specific property, properties or easement interests. If requested with recording instructions, the policy or a letter certifying that the insured is insured, according to the recording instructions, shall be ready on the same day as recording. If requested after title has passed to the new party to be insured the time frame for the issuance of the policy shall not exceed 10 workdays from the date of request. Each policy shall be submitted in

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an original and one copy.

Item 5. Document Requests: Upon request, provide copies of documents from the Recorder's office and/or clerk of the court.

Item 6. Chain of Title Search: Upon request, issue a chain of title report with one copy of each vesting deed applicable to the chain. Such report shall be submitted within 10 workdays.

Item 7. Contiguous Parcels: Property vested in one ownership but located in different tracts, grants, subdivisions or government sections within San Diego County shall be construed as separate parcels and shall be billed individually as separate preliminary title reports. However separate parcels within the same tract, grant, subdivision or government section which abut to form one holding in one ownership shall be billed as one parcel.

Item 8. Billing for Title Services: Billings for work performed shall be submitted on a quarterly basis to the County's COR. Each billing shall reference, (1) County Oracle Release Number, (2) title order number, (3) County parcel number, (4) description of work performed, and (5) cost of the work performed.

Escrow Services

1. **Escrow:** Upon a request from County staff, the Contractor shall open an escrow and furnish the escrow number. Escrow shall remain open until recordation and issuance of a policy of title insurance occurs or the County requests cancellation. Escrow shall be performed as outlined hereafter.
2. **Documents:** Escrow shall as obtain all necessary documents for closing the escrow from the appropriate parties to meet the requested close of escrow date. Such documents may consist of deeds, subordination agreements, re-conveyances, releases and any other documents required to comply with the way title is to be acquired. Property tax information shall be prepared by the County Tax Collector's office and provided to Escrow by County staff.
3. **Funding:** When escrow is ready to close, escrow will request County provide the appropriate amount of funds required to close Escrow, based on a Buyer's Closing Estimate approved by County. Escrow shall provide ten (10) working days notice to process a wire transfer or County warrant. If a wire transfer is requested, escrow must furnish wire instructions to County, including (a) account number, (b) name of financial institution, and (c) routing number where funds are to be transferred.
4. **Escrow Closure:** Upon receipt of all documents and money necessary to close the escrow, the escrow shall complete the required recordation of documents and payout all funds according to the requirements of the acquiring contract and payoff demands.
5. **Policy of Title Insurance:** Issue a policy of title insurance on the same date as the closing of the escrow or issue a letter certifying that the County is insured in accordance

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with contract/purchase agreement. In the latter instance, the policy shall be issued not later than 10 workdays, thereafter. The title policy shall be submitted to County electronically along with a copy of each recorded document.

6. **Billings for Escrow Services:** Escrow fees shall be billed in accordance with the escrow fee schedule attached to the Contractor's contract with the County. Escrow fees shall be included on the Buyer's (County's) Closing Estimate for each transaction processed through Escrow, and shall be paid by County through the wire or warrant processed for the particular transaction.

Pricing:

1. Pricing submitted for each specific year is to remain firm fixed for that year in the term period. All items within each term period must be priced to be considered responsive.
2. Estimated quantities are annual. For price comparison purposes, the litigation guarantee report and policy of title insurance will be based on a \$75,000 (residential and commercial) transaction. The escrow services fee price comparison will be based on a \$300,000 (residential and commercial) transaction.
3. There shall be no charge for updating a preliminary report if updated within two years of the issuance of the original report. The cost for updating a preliminary report (PRs) over two years old shall be included in the cost of a title policy.
4. The unit and total pricing for Escrow Services must be based on 100% of the escrow fee charged.
5. Commercial and Residential fee schedules for title policies, litigation guarantees, and escrow services must be submitted with the Bid. Upon award, fee schedules will be incorporated as an attachment to Exhibit C- Pricing Schedule.
6. The contract awarded under this RFB will be funded with a blanket purchase agreement authorizing unit payments upon certification by the COR that the services have been performed. For payment purposes, a task order will be issued for each requirement or group of requirements.
7. Estimated quantities for each year is as follows:

Description	UOM	Estimated Annual Quantity
Preliminary Title Report	Each	125
Policy of Title Insurance	Each	75
Escrow Services	Each	75
Update Requests	Hourly	75
Litigation Guarantee Report	Each	25
Document Requests	Hourly	100
Chain of Title Search	Hourly	5

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SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1 - TASK ORDER PROCESS**

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.
6. Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

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SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE TASK ORDER FORM**

SERVICES TASK ORDER

COUNTY OF SAN DIEGO
DEPARTMENT OF GENERAL SERVICES

Address _____

CONTRACTOR: _____

CONTRACT NO: _____

REQUEST DATE: _____

CONTRACT DATE: _____

TASK ORDER NO: _____

PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: Standard Priority High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ _____ **Check One:** Firm Price Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

CONTRACTOR:

By: _____ Date: _____
Printed Name & Title: _____

PROJECT MANAGEMENT

Chief, Project Management Division (or other appropriate title)

By: _____ Date: _____
Printed Name & Title: _____

FISCAL

By: _____ Date: _____
Printed Name & Title: _____

COR, Contracting Officer's Representative

By: _____ Date: _____
Printed Name & Title: _____

DISTRIBUTION: COR (Original) Contractor Project Manager Fiscal Unit

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SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) appropriate to the professional services provided by Contractor under this contract.
- E. Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering Contractor's employees, officials and agents.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Fidelity: \$1,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of

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an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

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SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

11. Claims Made Coverage

If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor’s commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys’ fees, incurred by County as a result of subcontractor’s failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

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SECTION C, EXHIBIT C – PRICING SCHEDULE

FOR CONTRACT PURPOSES SECTION A: PRICING SCHEDULE WILL BECOME
EXHIBIT C – PRICING SCHEDULE UPON CONTRACT EXECUTION