

# Publisher's Affidavit

## LA GACETA

State of Florida

County of Hillsborough,

Before the undersigned authority personally appeared

**Patrick Manteiga**

who under oath says he is the Publisher of La Gaceta, a weekly newspaper published in Hillsborough County, Florida, that the attached copy of advertisement, being a

Request for Qualifications

in the matter of

4/23/25 at 1:00 PM Citywide Real Estate Appraisal Services

4/29/25 at 1:00 PM Citywide Real Estate Title Services

In the Thirteenth Judicial Circuit Court, was published in said newspaper in print in the issues of 4/4/25

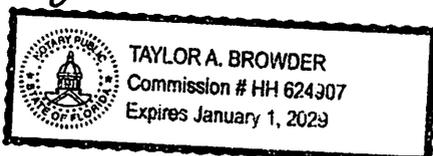
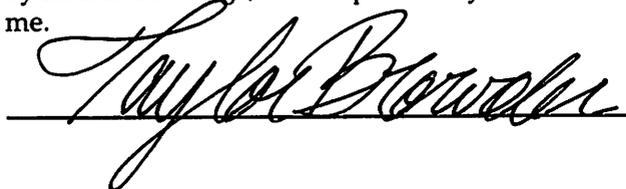
and on its publicly available website. Affiant further says that the newspaper complies will all legal requirements for publication in Chapter 50, Florida Statutes.



Sworn to and subscribed before me

on this 4th day of, April A.D. 2025

by Patrick Manteiga, who is personally known to me.



**CITY OF TAMPA  
PURCHASING DEPARTMENT**

**REQUEST FOR  
QUALIFICATIONS**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Request for Qualification for the furnishing of the following will be received by the Director of Purchasing, City of Tampa, in her office until

1:00 PM 4/23/25

**CITYWIDE REAL ESTATE  
APPRAISAL SERVICES**

1:00 PM 4/29/25

**CITYWIDE REAL ESTATE  
TITLE SERVICES**

then and thereafter to be publicly opened and read. Requests for Proposals are available at the Purchasing Department (Phone No. 813/274-8351).

Dated: 4/4/2025

Deanna Faggart, CPPO  
Director of Purchasing

City of Tampa, FL  
2555 East Hanna Avenue  
Tampa, FL 33610.

4/4/25LG-1T



EVALUATION TABULATION

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

Question Title	American Government Services Corporation	Fuentes & Kreischer PA	Majesty Title Services a Division of LandCastle Title Group, LLC	Priority Title of Florida, LLC	Southland Title Company	Your Title Group
Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.**	Pass	Pass	Pass	Pass	Pass	Pass
Authorized Representative's Information* Please include the following information regarding your Authorized Representative: Name Title Mailing Address Telephone Number and Email Address**	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

Question Title	American Government Services Corporation	Fuentes & Kreischer PA	Majesty Title Services a Division of LandCastle Title Group, LLC	Priority Title of Florida, LLC	Southland Title Company	Your Title Group
Type of Organization***	Pass	Pass	Pass	Pass	Pass	Pass
Business License***	Pass	Pass	Pass	Pass	Pass	Pass
License Number***	Pass	Pass	Pass	Pass	Pass	Pass
Please provide your name as listed with Sunbiz.***	Pass	Pass	Pass	Pass	Pass	Pass
Sub-Contracting Submittals*	Pass	Pass	Pass	Pass	Pass	Pass
Sub-Contractors*	Pass	Pass	Pass	Pass	Pass	Pass
I will send MBD-40 within 10 days of the bid opening.*	No Response	No Response	No Response	No Response	No Response	No Response
Public Record Declaration or Claim of Exemption***	Pass	Pass	Pass	Pass	Pass	Pass
Exemption form Public Records Law and Agreement to Indemnify and Defend the City of Tampa***	No Response	No Response	No Response	No Response	Pass	No Response
Conflict(s) of Interest***	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

Question Title	American Government Services Corporation	Fuentes & Kreisler PA	Majesty Title Services a Division of LandCastle Title Group, LLC	Priority Title of Florida, LLC	Southland Title Company	Your Title Group
Conflict(s) of Interest***	No Response	No Response	No Response	No Response	No Response	No Response
Response to Proposal***	Pass	Pass	Pass	Pass	Pass	Pass
PROPOSER'S AFFIDAVIT***	Pass	Pass	Pass	Pass	Pass	Pass
ATTACHMENT A*	Pass	Pass	Pass	Pass	Fail	Pass
ATTACHMENT B*	Pass	Pass	Fail	Pass	Fail	Pass
ATTACHMENT C*	Pass	Pass	Fail	Pass	Fail	Fail
Proposal Confirmation***	Pass	Pass	Pass	Pass	Pass	Pass
I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.	Pass	Pass	Pass	Pass	Pass	Pass

**PHASE 1**

**EVALUATION CRITERIA**

EVALUATION TABULATION  
 GEN No. 25-P-00172  
 Request for Qualification for Citywide Real Estate Title Services

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Criteria	Scoring Method	Weight (Points)
The Title Company must be in the primary business of performing Real Estate Title Services	Points Based	25 (25% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Title Companies must be Licensed or Certificated in accordance with Florida State Statutes	Points Based	20 (20% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Title Company must be able to provide or assist with electronic closings	Points Based	10 (10% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
The office of the Title Company shall be within Hillsborough County	Points Based	20 (20% of Total)

Description:

EVALUATION TABULATION

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

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Criteria	Scoring Method	Weight (Points)
The Title Company must be in business a minimum of 5 (five) years	Points Based	10 (10% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
The Title Company shall provide service Monday – Friday, 8:00 AM until 5:00 PM and be available if necessary to provide services after 5:00 PM	Points Based	15 (15% of Total)

Description:

**AGGREGATE SCORES SUMMARY**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
American Government Services Corporation	100	100	100	100
Majesty Title Services a Division of LandCastle Title Group, LLC	100	95	92	95.67
Priority Title of Florida, LLC	100	90	95	95
Southland Title Company	100	90	90	93.33
Fuentes & Kreisler PA	95	88	85	89.33
Your Title Group	90	70	95	85

**VENDOR SCORES BY EVALUATION CRITERIA**

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EVALUATION TABULATION

undefined - Request for Qualification for Citywide Real Estate Title Services

EVALUATION TABULATION

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

Vendor	The Title Company must be in the primary business of performing Real Estate Title Services Points Based 25 Points (25%)	Title Companies must be Licensed or Certificated in accordance with Florida State Statutes Points Based 20 Points (20%)	Title Company must be able to provide or assist with electronic closings Points Based 10 Points (10%)	The office of the Title Company shall be within Hillsborough County Points Based 20 Points (20%)	The Title Company must be in business a minimum of 5 (five) years Points Based 10 Points (10%)	The Title Company shall provide service Monday – Friday, 8:00 AM until 5:00 PM and be available if necessary to provide services after 5:00 PM Points Based 15 Points (15%)	Total Score (Max Score 100)
American Government Services Corporation	25	20	10	20	10	15	100
Majesty Title Services a Division of LandCastle Title Group, LLC	25	20	6.7	20	10	14	95.67
Priority Title of Florida, LLC	25	20	5	20	10	15	95
Southland Title Company	25	20	5	20	10	13.3	93.33
Fuentes & Kreisler PA	21.7	20	5	20	10	12.7	89.33
Your Title Group	25	20	6.7	16.7	5	11.7	85



# City of Tampa

*Jane Castor, Mayor*

## Development and Economic Opportunity

**Real Estate Department**

**Abbye Feeley, Administrator**

Michelle Van Loan, Director

306 E. Jackson Street, Tampa, Florida 33602

(813) 274-7852

### MEMORANDUM

Date: August 28, 2025  
TO: Deanna Faggart, Purchasing Department Director  
Thru: Michelle Van Loan, Real Estate Director *mvly*  
From: John Fernandez, Real Estate Operations Manager *JF*  
RE: 25-P-00172 Request for Qualifications for Citywide Real Estate Title Services

Deanna,  
Good morning.

We completed the review of 25-P-00172 Request for Qualifications (RFQ) for Citywide Real Estate Title Services. I am providing the list below of the title companies we would like to utilize for the real estate title work beginning in the new fiscal year, October 1, 2025, for your reference and review.

American Government Services Corporation  
Majesty Title Services, a Division of LandCastle Title Group, LLC  
Priority Title of Florida, LLC  
Southland Title Company  
Fuentes & Kreisler PA

Please advise what additional information you may need to proceed with this matter.  
We appreciate your Department's assistance with this RFQ.  
Thank you.

Cc: David Baird, Procurement Manager  
Lewina Woodard, Purchasing Analyst



City of Tampa  
Purchasing

DeAnna Faggart, Director  
2555 E Hanna Ave, Tampa, FL 33610

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[AMERICAN GOVERNMENT SERVICES CORPORATION] RESPONSE DOCUMENT REPORT

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

RESPONSE DEADLINE: June 3, 2025 at 1:30 pm

Report Generated: Friday, August 29, 2025

**American Government Services Corporation Response**

**CONTACT INFORMATION**

**Company:**

American Government Services Corporation

**Email:**

wmcaleese@agsres.com

**Contact:**

Wendi McAleese

**Address:**

3812 W. Linebaugh Avenue  
Tampa, FL 33618

**Phone:**

(813) 933-3322

**Website:**

[www.agsres.com](http://www.agsres.com)

**Submission Date:**

May 12, 2025 3:34 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed May 12, 2025 9:55 AM by Wendi McAleese*

Addendum #2

*Confirmed May 12, 2025 3:34 PM by Wendi McAleese*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

*Pass*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

**(Do not upload cost information in here)**

RFQ-25-P-00172-AGS\_Submission.pdf

### 2. Separate Cost Proposal\*

*Pass*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

Attachment\_B-Executed.pdf

### 3. Proposer's Affidavit Form Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.\*\*\*

*Pass*

Yes

4. **Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF COMPLIANCE \(1\)...](#)

Affidavit\_of\_Compliance-Executed.pdf

5. **Authorized Representative's Information\* Please include the following information regarding your Authorized Representative: Name Title Mailing Address Telephone Number and Email Address\*\*\***

*Pass*

Name

Title

Mailing Address

Telephone Number

Email Address

Wendi McAleese, President

American Government Services Corporation

3812 W. Linebaugh Avenue

Tampa, FL 33618

wmcaleese@agsres.com

6. **Type of Organization\*\*\*\***

*Pass*

How is your business organized?

Corporation

**7. Business License\*\*\*\***

*Pass*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER\*\*\*\*

*Pass*

Enter your Florida Business License Number here.

643498

**8. Please provide your name as listed with Sunbiz.\*\*\*\***

*Pass*

American Government Services Corporation

**9. Sub-Contracting Submittals\*\***

*Pass*

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.**

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20 \(2\).pdf](#)

MBD-10-Executed.pdf

MBD-20-Executed.pdf

#### **10. Sub-Contractors\*\***

*Pass*

Will you be using Sub-Contractors?

No

#### **11. Public Record Declaration or Claim of Exemption\*\*\*\***

*Pass*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission,

made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

No

## 12. Conflict(s) of Interest\*\*\*\*

*Pass*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

## 13. Response to Proposal\*\*\*\*

*Pass*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).

**American Government Services (AGS)** fully understands the work to be accomplished as set forth in Scope of Services Item 5.2 and commits to perform this work in accordance with all terms and conditions set forth in RFQ #25-P-00172.

**14. PROPOSER'S AFFIDAVIT\*\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit \(1\).pdf](#)

Proposer's\_Affidavit-Executed.pdf

**15. ATTACHMENT A\*\***

*Pass*

Please upload completed Attachment A

Attachment\_A-Executed.pdf

**16. ATTACHMENT B\*\***

*Pass*

Please upload completed Attachment B

Attachment\_B-Executed.pdf

**17. ATTACHMENT C\*\***

*Pass*

Please upload completed Attachment C

Exhibit\_C-Letter\_of\_Intent-Executed.pdf

**18. Proposal Confirmation\*\*\*\***

*Pass*

**By clicking Confirm below, the Proposer complies with all of the requirements of the RFQ package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".**

**NOTE:** When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Confirmed

**19. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\***

*Pass*

Confirmed



AMERICAN GOVERNMENT SERVICES

TITLE RESEARCH

CLOSINGS

TITLE INSURANCE

ESCROW SERVICES

May 12, 2025

City of Tampa Purchasing Department  
Tampa Municipal Office Building, 2<sup>nd</sup> Floor  
306 E. Jackson Street  
Tampa, Florida 33602

Via email: [opengov.com](mailto:opengov.com)

RE: Citywide Real Estate Title Services, RFQ# 25-P-00172

American Government Services is pleased to submit the attached proposal to provide Real Estate Title Services to City of Tampa. Our official contact for the above referenced solicitation is:

Wendi McAleese, President  
American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618  
(813) 933-3322 extension 224  
(813) 931-3001 (fax)

Alternate Contact: Tammy Mehl, Senior Vice President  
(813) 933-3322 extension 236

American Government Services' commitment to quality is a constant and integral part of our ongoing effort to offer the best service in the industry, and we have the demonstrated ability to guarantee our work will be a source of pride to City of Tampa. As evidenced by the enclosed information, we understand the demands of providing real estate services to government agencies and I am confident AGS has the unique knowledge and expertise to perform the required work in a professional and timely manner.

American Government Services is a certified women-owned business and a certified Small Local Business Enterprise with City of Tampa.

On behalf of the entire AGS team, I would like to thank you for giving us the opportunity to submit this proposal.

Respectfully,

Wendi McAleese, President

PHONE (813) 933-3322  
FAX (813) 931-3001  
3812 WEST LINEBAUGH AVE  
TAMPA, FL 33618  
[WWW.AGSRES.COM](http://WWW.AGSRES.COM)



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**Tab 1 - Addenda**

*Include a copy of the addendum, or addenda associated with the RFQ, if applicable.*

Included please find a copy of Addendum No. 1 and Addendum No. 2 to Bid No. 25-P-00172.





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## Tab 2 – Florida Public Records Law

*Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section I. General Information, Subsection 1.3.*

**American Government Services** is aware that, in accordance with Chapter 19, Florida Statutes, this proposal and the responses thereto are in the public domain and are available for public inspection and copying.

**AGS** further confirms that none of this proposal is considered confidential nor proprietary nor exempt from public disclosure.





### Tab 3 - Response to Request for Proposal

*Specifically state the Title Company’s understanding of the work to be accomplished and make a positive commitment to perform the work in Section 1, Scope of Services.*

**American Government Services (AGS)** fully understands the work to be accomplished as set forth in Scope of Services Item 5.2 below and commits to perform this work in accordance with all terms and conditions set forth in RFQ #25-P-00172.

### SERVICE REQUIREMENTS

*5.2.1 The title work requirements are for a variety of services including placing mortgages on real property. The services include interim title binders, owners and encumbrances reports, title insurance, name searches, and closings. Each of the services needs to be provided in a timely and professional manner. Some mortgages will be for local lenders, but most will be provided by either federal, state or city funds that require special or specific mortgage instructions and requirements to be followed.*

**AGS** is a full-service title company that specializes in providing real estate services to government agencies. **AGS** has been providing title and closing services since 1979 and over the past five years we have completed in excess of 8,000 title searches and provided closing services on over 3,000 transactions throughout the state.

**AGS** offers a comprehensive line of real estate services including title binders, ownership and encumbrance reports, title insurance, name searches, closing and condemnation services, expert witness testimony and other related services. In addition to our government contract work, we have a residential/commercial section that is well versed in all types of mortgages and the newly instituted procedures set by the Consumer Financial Protection Bureau’s TILA-RESPA Integrative Final Rule also known as TRID. **AGS** adheres to Alta’s Best Practices including safeguarding Non-Public Private Information (NPI) and promptly electronically recording documents and issuing title policies.

American Government Services is a 100% women-owned business, certified as a DBE/MBE firm with the State of Florida, Florida Department of Transportation, WBENC and others; and registered as a real estate broker corporation with the Florida Department of Business and Professional Regulation.

Our excellent reputation and extensive experience has made us the leading provider of real estate products and services for public sector property acquisitions and dispositions throughout the State of Florida. From conservation easements to major public works projects, **AGS** is proud to be recognized as the contractor of choice for city, county, state and federal government agencies, including:

#### Federal Agencies

- U.S. Army Corps of Engineers
- U.S. Forest Service
- National Park Service
- Department of the Interior
- U.S. Fish and Wildlife Service
- U.S. Department of Justice
- USDA – Nat’l Resources Conservation Services



#### State Agencies

- Florida’s Turnpike Enterprise
- Florida Department of Agriculture
- Florida Fish and Wildlife Conservation
- Florida Department of Environmental Protection
- Florida Department of Transportation
- Southwest Florida Water Management District
- St. Johns River Water Management District





**Local Agencies and Municipalities**

City of Tampa  
Hillsborough County Aviation  
Authority  
Collier County  
Tampa Bay Water  
Hillsborough County  
City of Lakeland

City of Largo  
Walton County  
Polk County  
Hernando County  
Manatee County  
Citrus County  
City of North Port



Osceola County  
Pasco County  
Tampa-Hillsborough  
Expressway Authority  
Pinellas County Real Estate  
Hernando County  
HART

**Private Sector Firms and Financial Institutions**

Duke Energy  
Dewberry Engineers, Inc.  
DRMP  
Echezabel and Associates  
AECOM  
Southeastern Survey & Mapping  
Reynolds, Smith & Hills  
American Consulting Engineers  
CB & I Environmental

HDR Engineering  
Wantman Group  
George F. Young  
Stantec Consulting Services  
The Nature Conservancy  
The Trust for Public Lands  
Kimley Horn & Associates  
McKim & Creed

GulfShore Bank  
J.P. Morgan Chase Bank, N.A.  
Homebridge Financial Services  
Sunshine Bank  
Embassy Mortgage Group  
Ghiotto & Associates  
CPH Engineers  
American Acquisition Group

**American Government Services** fully understands the work to be accomplished as set forth in Item 2.2 below and commits to perform this work in accordance with all terms and conditions set forth in RFQ #82012522.

**SERVICE REQUIREMENTS**

5.2.2 *The Title Company must provide the following:*

- *All closing functions within its Company and shall be able to do off-site closings within Hillsborough County.*
- *National Underwriters.*

Our team is comprised of senior-level professionals with extensive knowledge of the real estate industry and experience performing title and closing services for government agencies at every level – city, county, state and federal. Choosing a proven company with a wide range of experience ensures you are well prepared to handle any real estate issues that may arise – and guarantees you will receive all services in a timely and professional manner.





**AGS** has the staff and facilities to perform all closing functions required by the City of Tampa. Our office is staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday. We have 7,500 square feet of space, including a large, private conference room for closings and meetings.

Our office is located at 3812 West Linebaugh Avenue in Tampa, just north of the intersection of Busch Boulevard and N. Dale Mabry. Being less than 10 miles from the city's offices on Jackson Street allows any member of our team to be available for a meeting at your offices with minimal notice.



**AGS** has a large team of full-time closing agents and title researchers, so we are well prepared to handle any rush project or large project that may arise. Our closing staff is equally comfortable conducting off-site closings as they are closing in our office. Whether a mail away closing or a formal meeting of all parties, you can be assured highly qualified professionals will handle every transaction entrusted to us.

**American Government Services** is privileged to be to be associated with Commonwealth Land Title Insurance Company and Stewart Title Guaranty Company - two of the most respected underwriters in the country. These long-term partnerships have resulted in our underwriters becoming familiar with the unique title and closing needs of government agencies. We also have the additional security of access to premier underwriting departments that understand the unusual circumstances that are inherent in government work. Having the support of our underwriters' legal department to discuss any title questions that may arise enhances our ability to meet and exceed your expectations.

## SERVICE REQUIREMENTS

*5.2.3 Following the request for services by a City Department, the Title Company shall provide all necessary resources to diligently pursue the assigned activities within the schedule provided by the City's User Department.*

**American Government Services** has been providing title and closing services on City of Tampa and Hillsborough County projects for over fifteen years. Our team is comprised of senior-level professionals with extensive knowledge of the real estate industry and experience performing title and closing services for government agencies at every level – city, county, state and federal.

Our success can be attributed to the combination of highly skilled staff, state of the art facilities and our knowledge of the right of way business. The strength of our organization is derived from our corporate core values – integrity, quality, continuous improvement, respect, responsiveness and community involvement – and every decision we make and action we take is built on these fundamental concepts.

Our team will be led by President and Project Manager, Wendi McAleese and Senior Vice President, Tammy Mehl. Our hands-on management structure is designed to maintain cost controls, excellent service and on-schedule deliveries. While Wendi will serve as the official point of contact for the Department's Project Manager, we guarantee that a phone call to any member of our staff will always result in a prompt, professional response.





All closing review will be performed by our Senior Closing Agent, Tony Blair. Tony is responsible for ensuring all closing files have been properly processed in accordance with the city’s procedures, including document preparation, commitment review, escrow disbursement and policy issuance. Tony has extensive experience in the unique closing responsibilities that are a part of government transactions, including resolution of survey issues, environmental problems and title defects.

With 18 professionals on our staff, **AGS** has the necessary resources to diligently pursue all assigned activities. We are proud to have earned a reputation for handling the most difficult assignments with responsive, cost effective, on-time, quality service. We attribute our success to a combination of highly skilled staff, state of the art facilities and our knowledge of the right of way business. The **AGS** approach features:

- A team that truly understands the guidelines, standards, procedures and directives of the City of Tampa
- Personnel with City of Tampa project experience
- Time-tested processes that enhance quality, speed and accuracy
- Existing facilities capable of supporting all the activities set forth in the scope
- Quality control procedures designed to eliminate errors and promote data integrity

Our team members have the necessary resources to diligently pursue the assigned activities within the schedule provided by the City’s User Department. Overall management will be provided by our key team members, as shown below:

TEAM MEMBERS	ROLE	RESPONSIBILITY
<b>Wendi McAleese</b> President	Closing Department Manager  Chief Reviewer	<ul style="list-style-type: none"> <li>• Provide oversight of complex closing files</li> <li>• Monitor all closing product delivery</li> <li>• Direct handling of “sensitive” closing files</li> <li>• Quality assurance of all title products</li> <li>• Review products for adherence to policies &amp; title underwriting guidelines</li> </ul>
<b>Tammy Mehl</b> Senior Vice President	Research Department Manager	<ul style="list-style-type: none"> <li>• Handle assignment of all title tasks</li> <li>• Monitor all scheduled title product delivery</li> <li>• Review for consistent project approach</li> <li>• Ensure all products meet specifications</li> <li>• Review searches for accuracy/completeness</li> </ul>
<b>Cassandra Michel</b> Senior Closing Agent	Quality Control/ Closing Services	<ul style="list-style-type: none"> <li>• Quality assurance review of all closing products and services</li> </ul>
<b>Jay Peters</b> Senior Title Examiner	Title Research and Examination	<ul style="list-style-type: none"> <li>• Conduct research on complex files</li> <li>• Identify and clarify potential title defects</li> </ul>





All work performed by American Government Services will be conducted under the direct supervision of the management team set forth above. **AGS** does not anticipate utilizing any subcontractors or affiliates to perform work under this contract. Performing all work in-house provides you with the guarantee that the work has been performed in accordance with our quality control procedures and allows us to retain better control over scheduled delivery dates.

**American Government Services** is proud to have built a strong history of providing responsive and resourceful real estate services to our customers. We are always willing to go the extra mile to ensure we are providing the best products and service available. From abandoned railway corridors to bustling airport expansions ... from environmentally sensitive conservation areas to major infrastructure projects ... our experienced professionals are never daunted by large or complex tasks.

We appreciate the opportunity to submit this proposal for your consideration and hope we will have the opportunity to earn your business and your trust.

## **SERVICE REQUIREMENTS**

*5.2.4 During the life of the award, the Company must maintain and provide the City their most current insurance certificate available. Failure to maintain the required insurance as stated under General Conditions, Section 3, Content of Submittals, Sub-section 3.1, Tab 9. will constitute default of award.*

**American Government Services** will maintain our insurance certificate as required and has included the most current copy in our response to this solicitation.





## Tab 4 - Section I. Scope of Services

### MINIMUM QUALIFICATION REQUIREMENTS

*The Title Company must be in the primary business of performing Real Estate Title Services.*

**American Government Services** is a full-service title insurance agency and our primary business is providing real estate title and closing services.

*All Title Companies must be Licensed or Certified in accordance with Florida State Statutes.*

**American Government Services** is a licensed title insurance agency with the Florida Department of Business and Professional Regulation in accordance with Florida State Statutes. **AGS** is also licensed as a Real Estate Broker Corporation. **AGS** has three licensed title agents on staff – Wendi McAleese, Jay Peters and Colette Hill.

The Title Company shall provide off-site closings, when requested.

**American Government Services** will provide off-site closings using closing agents who are also bonded notaries.

*The Title Company must be able to provide or assist with electronic closings.*

**American Government Services** has two professional high-speed scanners to enable electronic transfer of all documents for execution. AGS also has an established relationship with Simplifile, to handle electronic recording of documents with the Hillsborough County Clerk of Circuit Court. AGS has immediate availability of an .ftp site for down-loading and retrieving of large data files. AGS closers and researchers are trained and experienced in handling all manner of electronic transfer and receipt of documents, from transmittal of initial title work to electronic recording of closing documents.

*The office of the Title Company shall be within Hillsborough County.*

**American Government Services** is located within Hillsborough County at 3812 West Linebaugh Avenue, Tampa, Florida 33618.

*The Title Company must be in business a minimum of two years.*

**American Government Services** has been providing title and closing services since 1979.

*The Title Company shall provide services Monday – Friday, 8:00 AM until 5:00 PM. The Title Company shall be available if necessary to provide services after 5:00 PM.*

**American Government Services'** offices are always staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday (except holidays). **AGS** staff will always be available should our services be required after 5:00 p.m. City staff will be provided with cell phone numbers for our key personnel to assist in reaching us after normal business hours.

**Title Company Application.** Please see Attachment A.





## Tab 5 - Compensation

*Complete and submit Attachment B. Title Services Fee Schedule. Itemize any optional costs separately.*



**American Government Services** has provided Attachment B – Title Services Fee Schedule.





**Tab 6 - Sub-Contracting Forms.** *No Awardee shall assign the award or any rights of obligations thereunder without the written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:*

- *Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10*
- *Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20*

**American Government Services** has provided the required forms MBD-10 and MBD-20.





### **Tab 7 - Bidder's Affirmation and Declaration**

*Complete and have notarized the Bidder's Affirmation and Declaration form provided in the RFQ Package. This form must be signed by an authorized representative of the Company as defined below.*

*When Company is a corporation, the president or vice president signing shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office. The form shall also bear the seal of the corporation attested by its corporate secretary.*

**American Government Services** has completed and provided the Respondent's Affidavit form provided.





### **Tab 8 - Qualifications Signature Form**

*Complete the Requested Signature form provided in the package. This form must be signed by an authorized representative of the agency as defined below:*

*When Company is a corporation, the president or vice president signing shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office. The form shall also bear the seal of the corporation attested by its corporate secretary.*

**American Government Services** has completed and provided the Request for Qualification Signature Form provided.





## Tab 9 - Insurance Requirements

*This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this response document which should be reviewed for complete insurance details and coverage requirements.*

**American Government Services** has reviewed the provided insurance requirements which are attached here. Certificates of Insurance meeting these requirements are also attached here.





**Tab 10 - Attachments**

- **Addendum No. 1**
- **Addendum No. 2**
- **Attachment A – Title Company Application**
- **Form MBD-10**
- **Form MBD-20**
- **City of Tampa WBE certification**
- **Proposer's Affidavit**
- **Respondent's Affidavit and Qualification Signature Forms**
- **Request for Qualification Signature Form**
- **Agent Confirmation – Commonwealth Land Title Insurance Company**
- **Agent Confirmation – Stewart Title Guaranty Company**
- **Acord Certificate of Liability Insurance – General Liability**
- **Acord Certificate of Liability Insurance – Errors and Omissions**
- **Affidavit of Compliance**
- **State of Florida Title Insurance Agency Certification**
- **Resume-Wendi McAleese**
- **Resume-Tammy Mehl**
- **Resume-Cassandra Michel**
- **Resume-Jay Peters**



# 1. Introduction

## 1.1. Summary **No Notices Have Been Issued**

The City of Tampa Real Estate Department has an on-going need for Title Services. It is the City's intent to pre-qualify eligible Title Companies for use annually on an as-needed basis, to be retained for service by the specific project. The City of Tampa (City) will do business directly with Title Companies and reserves the right to award this RFQ to multiple Title Companies based on experience, qualifications, location, and ability-to-perform. It is the City's sole discretion which Title Companies will perform this service.

## 1.2. Timeline

Release Project Date:	March 28, 2025
Question Submission Deadline:	<del>April 21,</del> May 6, 2025, 1:00pm30pm
Proposal Submission Deadline:	<del>April 29,</del> May 13, 2025, 1:00pm30pm

## 1.3. Procurement Contact

**Lewina Woodard**

Procurement Specialist

2555 E. Hanna Ave

Tampa, FL 33610

Email: [lewina.woodard@tampagov.net](mailto:lewina.woodard@tampagov.net)

[See What Changed](#)

Total: 2 edits

# Addendum #2 1: Introduction

May 12, 2025 3:16 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

## 1.1. Summary

[See What Changed](#)

The City of Tampa Real Estate Department has an on-going need for Title Services. It is the City's intent to pre-qualify eligible Title Companies for use annually on an as-needed basis, to be retained for service by the specific project. The City of Tampa (City) will do business directly with Title Companies and reserves the right to award this RFQ to multiple Title Companies based on experience, qualifications, location, and ability-to-perform. It is the City's sole discretion which Title Companies will perform this service.

## No Notices Have Been Issued

## 1.2. Timeline

Release Project Date:	March 28, 2025
Question Submission Deadline:	May 6, 2025, 1:30pm
Proposal Submission Deadline:	<del>May 13,</del> June 3, 2025, 1:30pm

## 1.3. Procurement Contact

**Lewina Woodard**

Procurement Specialist

2555 E. Hanna Ave

Tampa, FL 33610

Email: [lewina.woodard@tampagov.net](mailto:lewina.woodard@tampagov.net)







## **Minority and Small Business Development**

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

### **American Government Services Corporation**

is hereby certified as a

### **Women Business Enterprise (WBE)**

In the following specialty(ies)

**Closing Suit Preparation; O & E Searches, Real Estate; Title Insurance**

**The certification is valid from January 9, 2024 to February 3, 2026**

---

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

**Gregory K. Hart, Manager  
Minority and Small Business Manager**

## PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Wendi McAleese

---

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

**FOR A CORPORATION**

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 12th day of May 2025, by Wendi McAleese

is \_\_\_\_\_ who  
President  
(Title)

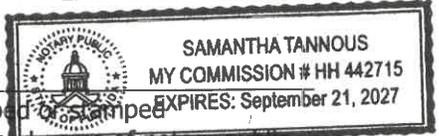
of American Government Services Corporation  
(Corporation Name)

a corporation under the laws of the State of Florida, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

[Signature]  
Signature of Notary Public

Wendi McAleese  
Signature of Affiant

Notary Public  
State of: FL  
My Commission  
Expires: 9-21-27



Printed, typed or stamped  
Commissioned name of notary public

Wendi McAleese  
Printed or typed name of Affiant

**FOR A LIMITED LIABILITY COMPANY (LLC)**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who

is \_\_\_\_\_ who  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said entity. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

FOR AN ENTITY

State of Florida  
County of Hillsborough

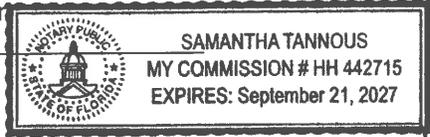
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 12th day of May, 2025, by Wendi McAleese as President of American Government Svcs Corp a  Partnership,  Joint Venture,  Corporation,  Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

Samantha Tannous  
Signature of Notary Public

Wendi McAleese  
Signature of Affiant

Notary Public  
State of: FL  
My Commission  
Expires: \_\_\_\_\_



\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

Wendi McAleese  
Printed or typed name of Affiant

**REQUEST FOR QUALIFICATION SIGNATURE FORM  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

In compliance with this RFQ and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFQ #25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES**, in accordance with the attached signed qualifications, or as mutually agreed upon by subsequent negotiation. This completed Qualification Signature form must be submitted with the Company's application and will become a part of any agreement that may be awarded. This Qualification Signature Form must be signed by an authorized representative as defined **Section 3. Content of Submittals** of this RFQ. **If the Qualification Signature Form is not signed by an authorized representative or submitted with the Title Application, the application shall be considered non-responsive.**

**Please type or print:**

Name of Firm: American Government Services Corporation

Address: 3812 W. Linebaugh Avenue

City: Tampa State: FL Zip: 33618

Contact Person: Wendi McAleese

Telephone No.: 813-933-3322 Fax No.: 813-931-3001 Email: wmcaleese@agsres.com

Type Organization:     Individual                     Small Business             Non-Profit  
                                  Partnership                     Corporation                 Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes    No. License # CQ1006039

State of FL Corporation ID# (from Sec'y of State): 643498

State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: 59-2346160

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

**By signing this RFQ the Respondent complies with all of the requirements of the RFQ including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section II. of the GENERAL CONDITIONS.**

Authorized Signature: Wendi McAleese Date: May 12, 2025



05/12/2025

To Whom it May Concern

RE: **Authorized Settlement Agent/Approved Attorney**  
American Government Services Corporation  
3812 West Linebaugh Ave  
Tampa, FL 33618

Please be advised that as of the date referenced above, the above-named party is either an active Agent, an Approved Attorney or an Approved Escrow Provider for Commonwealth Land Title Insurance Company (hereinafter referred to as "the Company").

If the above-named party is an Agent, the Agent is in good standing and authorized to act on behalf of the Company for the purpose of issuing title insurance, commitments, policies, endorsements and other title assurances as permitted by state law. The Agent is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

If the above-named party is an Approved Attorney, the Approved Attorney, is in good standing as an approved attorney with the Company. So long as such approved status is maintained, the Company will issue title commitments and policies based on proper title certification from the Approved Attorney pursuant to state law. The Approved Attorney is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

If the above-named party is an Approved Escrow Provider, the Approved Escrow Provider is in good standing as an approved escrow provider for the Company. An Approved Escrow Provider is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

Very truly yours,

A handwritten signature in cursive script that reads "Jack Cole".

Senior VP, Chief Underwriting Counsel



5/12/2025

## STEWART TITLE GUARANTY COMPANY AUTHORIZED ISSUING AGENCY

### **American Government Services Corporation**

3812 W Linebaugh Ave

Tampa, FL 33618

**Service State: FL**

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Please be advised that as of 5/12/2025, American Government Services Corporation is an authorized policy Issuing Agent of Stewart Title Guaranty Company ("Stewart"), and is authorized, subject to the terms of the Underwriting Agreement, solely to issue its title policies and endorsements in accordance with Stewart's underwriting practices and the terms and conditions of the policies, if and when issued for real estate within the State(s) listed above and for no other purpose. American Government Services Corporation is expressly not appointed as an agent of Stewart for purposes of providing abstracting or escrow or closing services or any other services not expressly authorized therein, and Stewart shall have no liability or responsibility for any claims or losses due to Issuing American Government Services Corporation as principal in providing such abstracting or escrow or closing services, or any other services not expressly authorized therein.

### **About Stewart's Trusted Provider™ Program**

To become a Stewart Trusted Provider, the agency listed above underwent a rigorous due-diligence screening that includes a third-party internal audit by Deloitte & Touche, LLP; background and credit checks; licensing verification; and an in-depth review of the agency's experience, business model, and policy loss history.

As a Stewart Trusted Provider, this agency also undergoes periodic third-party audits by Deloitte & Touche, as well as scheduled ongoing monitoring of key personnel, quarterly agency visits and more. See all of our Stewart Trusted Provider business standards and monitoring efforts at <https://www.stewart.com/agency-services/stewart-trusted-providers>.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSURICA EXPRESS LLC 38383534 5100 N CLASSEN BLVD STE 300 OKLAHOMA CITY OK 73118	<b>CONTACT NAME:</b>	
	PHONE (405) 310-1583 (A/C, No, Ext):	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Property and Casualty Insurance Company of Hartford	
	INSURER B : Hartford Fire Insurance Company	
<b>INSURED</b> AMERICAN GOVERNMENT SERVICES CORP 3812 W LINEBAUGH AVE TAMPA FL 33618-8702	NAIC#	
	34690	
	19682	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability			38 SBM BL5VES	10/29/2024	10/29/2025	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000				
			MED EXP (Any one person) \$10,000				
			PERSONAL & ADV INJURY \$1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS			38 SBM BL5VES	10/29/2024	10/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person)				
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BODILY INJURY (Per accident)				
			PROPERTY DAMAGE (Per accident)				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			38 SBM BL5VES	10/29/2024	10/29/2025	EACH OCCURRENCE \$1,000,000
			OCCUR CLAIMS-MADE				AGGREGATE \$1,000,000
	DED RETENTION \$ 10,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			38 WEC BL5VJ2	10/29/2024	10/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$1,000,000				
			E.L. DISEASE -EA EMPLOYEE \$1,000,000				
			E.L. DISEASE - POLICY LIMIT \$1,000,000				
A	Employment Practices Liability Insurance			38 SBM BL5VES	10/29/2024	10/29/2025	Each Claim Limit \$50,000 Annual Aggregate Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**For Informational Purposes  
3812 W LINEBAUGH AVE  
TAMPA FL 33618-8702**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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**AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

**Public Entity Crimes**

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

**E-Verify**

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with

the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking**

- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

**Compliance with Foreign Countries of Concern**

- 12. Affiant, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date:     May 12, 2025     (Affiant) Signed: WendimcAleese

Entity: American Government Svcs Name: Wendi McAleese

Title: President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

SWORN to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 12th day of May, 2025, by Wendi McAleese, as President of American Government Services Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

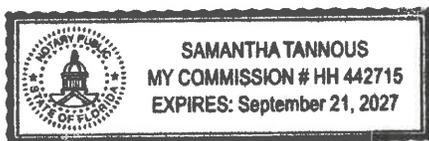
[AFFIX NOTARY SEAL/STAMP]

Samantha Tannous  
Signature of Notary

Name: Samantha Tannous  
(Print or Type Name)

Notary Public: State of Florida

My Commission Expires \_\_\_\_\_





CHIEF FINANCIAL OFFICER  
JIMMY PATRONIS  
STATE OF FLORIDA

## LETTER OF CERTIFICATION

02/05/2025

AMERICAN GOVERNMENT SERVICES CORP DBA AGS TITLE AGENCY  
3812 W LINEBAUGH AVE  
TAMPA FL 33618

Re: AMERICAN GOVERNMENT SERVICES CORP DBA AGS TITLE AGENCY  
License Number: A005399

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 4-12 TITLE INS AGENCY - CORP OR FIRM  
**Issued:** 10/12/1985  
**Appointed?** Yes

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE

## Wendi McAleese

President



### Firm

American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618  
(813) 933-3322  
wmcaleese@agsres.com

**Years with Firm** 27

### Education

B.S., Business Management  
University of Phoenix

### Professional Licenses

Florida Real Estate Broker  
Title Insurance Agent

### Professional Affiliations

Florida Board of Professional Surveyors and Mappers – Consumer Member  
International Right of Way Association –President-Ch 26  
Florida Survey & Mapping Society



### Key Qualifications

Wendi McAleese is a Florida Licensed Title Insurance Agent and Licensed Real Estate Salesperson with over 28 years of experience in the insurance industry. As President of American Government Services, Wendi is actively involved in the day-to-day operations of the company including management of our Closing Department. She is responsible for title examination on all work performed under contracts with the Florida Department of Transportation, Florida's Turnpike Enterprise, Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers. Wendi also serves as Project Manager for the FL Department of Environmental Protection multi-year statewide contract to provide title and closing services.

Wendi's professional accomplishments include the purchase of an \$18.5 million parcel for the Florida Department of Transportation, which at the time was the largest single payout in the history of the Florida Turnpike Enterprise. She also served as senior closing agent for the acquisition of a \$36 million conservation easement by the Florida Department of Environmental Protection in Glades County. She was appointed as a Consumer Member of the Florida Board of Professional Surveyors and Mappers in 2023.

**Title Search Services, FDOT Districts 1, 4, 5, 6, 7 and Florida's Turnpike Enterprise, 2006-Present:** Wendi has been providing title abstracting and title review under our consecutive contracts with the Florida Department of Transportation. To date, AGS has generated over 3500 completed reports for FDOT.

**Hillsborough County, Florida, 2005-Present:** Since 2005, Wendi has been the providing the County with title abstracting and title review on numerous infrastructure projects. Some of the recent projects include: Harney Rd & Sligh Ave; Hwy 60 East and Dover Rd.; Bloomingdale and Culbreath; Dale Mabry & Hamilton; Himes & Idlewild; Himes & Kirby; SR60 & Valrico; 50<sup>th</sup> St. & Sligh Ave; among others.

**Western Beltway, Florida Turnpike Enterprise, Osceola County, Florida, 2007:** Wendi served as the Senior Closing Agent for this \$18.5 million parcel for the Florida Department of Transportation, which at the time was the largest single payout in the history of the Florida Turnpike Enterprise.

**Polk County Miscellaneous Title Research, Polk County, Florida, 2004-Present:** Since 2004, Wendi has been the providing the County with title abstracting and title review on numerous infrastructure projects. Some of these projects include: Yarborough Lane Capital Improvement Project; County Road 54 (Ronald Reagan Parkway) Phase 1; Cleveland Heights Blvd and Lake Miriam Drive Capital Improvement Project.

**Florida Department of Environmental Protection, State-Wide Land Acquisition Title & Closing Services, Florida, 1999-Present:** Wendi has served as a Project Manager under consecutive contracts for real estate title and closing services. Some of the projects she has managed have included: East Central Regional Rail Trail, Volusia & Broward Counties; Camillus House, Miami-Dade County; and Wekiva-Ocala Parkway, Orange County.

## Tammy Mehl

Senior Vice President



### Firm

American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618  
(813) 933-3322  
tmehl@agsres.com

### Years of Experience

27

### Years with Firm

25

### Professional Affiliations

Florida Survey & Mapping Society



### Key Qualifications

Tammy Mehl has been in the real estate industry for over 20 years and has been with American Government Services since 1998. As Senior Vice President of AGS, Tammy is actively involved in day to day operations including management responsibility for our Research Department. She is responsible for all research performed by AGS under all contracts including U.S. Department of Agriculture, National Resource Conservation Service, U.S. Fish & Wildlife Service, Florida Department of Transportation, Florida's Turnpike Enterprise, Florida Department of Environmental Protection, Duke Energy and the U.S. Army Corps of Engineers.

### Title Search Services, FDOT District 6 Contract # BDV85 FIN: 250697-13B-03; 2/2013 – 4/2016; DNY87 – present (ongoing) Elizabeth Quintana 407-264-3483:

Tammy is the Project Manager of this consecutive contract with responsibilities including preparing title search reports, ownership and encumbrance reports, title commitments and special purpose reports. BDV85 was over 150 full reports and to date on DNY87, 61 reports have been completed.

### Title Search Services, FDOT District 7 Contract # DNE95 FIN: 254573-1-3B-22; 07/25/2012-7/29/2018. Contract value- \$555,388; Sudie Staten 813-975-6062.

Tammy serves as the Project Manager on this consecutive FDOT contract with District 7. To date AGS has produced over 1020 full title reports under this contract.

### Suncoast Parkway Extension, Citrus & Hernando Counties, Florida: DRMP Contract C-8N58 FIN 405270-3-32-01 - 6/13/07 through 6/12/17. Allen Quicquel- Dewberry, Inc.) FIN 405270-1-32-04; Sheila Ware (386) 626-2130.

Tammy served as a Project Manager to each of the three firms selected by the Florida Turnpike Enterprise for the 26 mile extension of the Suncoast Parkway in Citrus and Hernando Counties. AGS provided 50 year title search reports. This project included 1,200 title search reports with the first phase being completed within 9 months.

### Title Search Services, FDOT District 4 Contract DNL20 FIN 230422 7 3B01 Contact: Erika Ventura-Garcia - 06/26/13 – 4/18/18 and Contract DNR75 12/23/14 – 12/20. DNL20

Consecutive contract with FDOT District 4 has a value of \$450,000; DNR75 has a value of \$625,000 Recent individual projects within include: State Road 60 / Osceola Blvd. (83 reports), I-95 at Linton BLV Interchange Palm Beach Co 185), CSX Connector (23), A1A Various projects (86). Midway Road (22); Johnson Street (70) To date, these have included over 2000 full title reports.

### Polk County Miscellaneous Title Research, On-going projects through December 2018. Wade Allen (863) 535-2295, Polk County, Florida:

Since 2004, Tammy has been the Project Manager for Polk County Engineering Division projects. To date, this represents over 1440 full title reports.

### U.S. Army Corps of Engineers W912E-15-D-003. Title Evidence Services: Miami-Dade County, Florida. Contact: Melissa Gonzalez, Real Estate Division- 904-232-3725 - 2/10/15 – 4/9/15.

Project provided 140 title commitments to USACE within 60 days.

## Cassandra Michel

Senior Closing Agent



### Firm

American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618

### Years of Experience

15

### Years with Firm

8

### Education

B.A., History  
Southern New Hampshire University

### Professional Licenses

Florida Real Estate Broker  
Title Insurance Agent



## Key Qualifications

Cassandra Michel is a Florida Licensed Title Insurance Agent and Licensed Real Estate Broker with over 15 years' experience in the insurance industry. As a Closing Agent at American Government Services, Cassandra handles title review and closing activity for work performed under contracts with Florida's Turnpike Enterprise, Manatee County, City of Bonita Springs, City of North Port, Pasco County, Florida Department of Environmental Protection, and the National Park Service. Cassandra also assists with residential/commercial closings in our private sector division.

**Florida's Turnpike Enterprise:** Cassandra acts as lead closing agent for projects across Florida. She is currently working on the Suncoast II Project and assisting with FTE's mitigation donations to the Florida Department of Environmental Protection.

**Manatee County Board of County Commissioners:** Projects: 43<sup>rd</sup> Street West of Manatee Avenue West; Ellenton Gillette Road at 29<sup>th</sup> Street East Realignment; 63<sup>rd</sup> Avenue East – US 301 to Tuttle Avenue; 60<sup>th</sup> Avenue E (Buffalo Rd) – 69<sup>th</sup> St E Intersection Improvements; Whitfield Ave E from 301 Blvd to US 301

**City of Bonita Springs:** Cassandra is the lead closing agent for the Rebuild Florida Home Buyout Program administered by the City as subrecipient of the Florida Department of Economic Opportunity (DEO) Community Development Block Grant-Disaster Recovery (CDBG-DR) referred to as Voluntary Home Buyout Program (Hurricane Irma); She has also assisted the City with its Bonita Grande Drive Improvement Project.

**City of North Port:** Peace River Manasota Regional Authority easements for Peace River Authority Regional Integrated Loop Phase 3C Pipeline

**Pasco County Board of County Commissioners:** Cassandra has been providing the County with closing support on numerous infrastructure projects. Some of the recent projects include: Harney Rd & Sligh Ave; Hwy 60 East and Dover Rd.; Bloomingdale and Culbreath; Dale Mabry & Hamilton; Himes & Idlewild; Himes & Kirby; SR60 & Valrico; 50<sup>th</sup> St. & Sligh Ave; among others.

**Polk County Board of County Commissioners:** Cassandra has been providing the County with closing support on numerous infrastructure projects. Some of these projects include: Yarborough Lane Capital Improvement Project; County Road 54 (Ronald Reagan Parkway) Phase 1; Cleveland Heights Blvd and Lake Miriam Drive Capital Improvement Project.

**City of St. Petersburg Real Estate Division:** Cassandra has served as closing agent for various projects. She is familiar with the City's needs and guidelines on transactions where the City is purchasing property, as well as those where the City is conveying property back into private use.



## Jay Peters

Senior Abstractor



### Firm

American Government Services Corporation

### Years of Experience

39

### Education

B.A. Real Estate  
Ohio State University, 1978

### Professional Licenses

Florida Real Estate Salesperson  
Title Insurance Agent



## Key Qualifications

Jay Peters has been in the real estate industry for over 38 years and has been with American Government Services since 2006. As a Senior Abstractor, Jay is experienced in all issues pertaining to land title ownership and encumbrances, as well as interpretation of land title documents, maps, plats and complex descriptions. He has provided ownership and encumbrance reports, title searches and examinations for major environmental and infrastructure projects throughout Florida.

As a Senior Title Abstractor, Jay is an expert at researching large tracts of land with every conceivable encumbrance and history. From railroads - to right of way - to swamps in the Everglades - to residential and commercial properties, his broad base of experience in all areas of title research brings exceptional depth to our research team.

His work history with American Government Services includes the following projects:

**Suncoast Parkway Extension, various including Segment 3:** Reynolds, Smith & Hills, Citrus County (400+ parcels)

**Professional Title Services (Perpetual Beach Storm Damage Reduction Easements):** (450+ parcels)

**FDOT District 2 FIN 4326481SR 109 (University Blvd.) at SR 10 (Atlantic Blvd), Duval County, FL:** (30 parcels)

**First Coast Outer Beltway:** Clary & Associates, St. John's and Clay Counties, (180+ parcels)

**U.S. 17 FPID 420633-3-32-01, Hardee Co: William Hinkle, Dewbery, Inc.** Also, **FPID 193898 2 32 01, US 17, From CR 760A (Nocatee) to Heard St. DeSoto County in 2006-07** (200+ parcels)

**SR 542 from Buckeye Loop Road to U.S.27 sub for Atkins Global; FPN 410666-3-32-01.** Project length 3.862 miles (85+) parcels.

**Auburndale Road:** Polk County Engineering Department, Polk County and **County Line Road:** Polk County Engineering Department, Polk County Wade Allen (863) 535-2295

**Moon Lake Road – Pasco County Project C-9528:** (194 parcels)





AMERICAN GOVERNMENT SERVICES

TITLE RESEARCH

CLOSINGS

TITLE INSURANCE

ESCROW SERVICES

May 12, 2025

City of Tampa Purchasing Department  
Tampa Municipal Office Building, 2<sup>nd</sup> Floor  
306 E. Jackson Street  
Tampa, Florida 33602

Via email: OpenGov.com

RE: Citywide Real Estate Title Services, RFQ# 25-P-00172

Contingent upon American Government Services Corporation (AGS) being awarded the City of Tampa (City) contract for the above referenced Request for Qualifications, AGS will comply with the City's Professional Liability requirement and provide the City with an Acord 25 Certificate from AGS' Insurance Company within ten (10) calendar days from notice of intent to award by the City.

AGS understands if the Professional Liability is not obtained, AGS will be considered non-responsive.

Respectfully,

Wendi McAleese, President

PHONE (813) 933-3322  
FAX (813) 931-3001  
3812 WEST LINEBAUGH AVE  
TAMPA, FL 33618  
WWW.AGSRES.COM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSURICA INSURANCE SERVICES LLC 38383534 5100 N CLASSEN BLVD STE 300 OKLAHOMA CITY OK 73118	<b>CONTACT NAME:</b> _____	
	<b>PHONE</b> (405) 310-1583 (A/C, No, Ext): _____	<b>FAX</b> (405) 217-0311 (A/C, No): _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURER A :</b> Property and Casualty Insurance Company of Hartford		34690
<b>INSURER B :</b> Hartford Fire Insurance Company		19682
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	38 SBM BL5VES	10/29/2025	10/29/2026	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			38 SBM BL5VES	10/29/2025	10/29/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE			38 SBM BL5VES	10/29/2025	10/29/2026	EACH OCCURRENCE	\$1,000,000
	DED: _____ RETENTION \$ 10,000						AGGREGATE	\$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	38 WEC BL5VJ2	10/29/2025	10/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
				E.L. DISEASE - POLICY LIMIT	\$1,000,000			
A	Employment Practices Liability Insurance			38 SBM BL5VES	10/29/2025	10/29/2026	Each Claim Limit	\$50,000
							Annual Aggregate Limit	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Tampa Insurance Compliance PO Box 100085 - ZS DULUTH GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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## ADDITIONAL REMARKS SCHEDULE

AGENCY INSURICA INSURANCE SERVICES LLC		NAMED INSURED AMERICAN GOVERNMENT SERVICES CORP 3812 W LINEBAUGH AVE TAMPA FL 33618-8702	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**  
**FORM NUMBER:**  ACORD 25  **FORM TITLE:**  CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC000313 attached to this policy.

**From: The Hartford SMTP:DoNotReplyCommercial@thehartford.com**  
**To: CityofTampa CityofTampa@Ebix.com**  
**CC:**  
**Subject: Account #109918555861785 American Government Services Corp**  
**Date: 9/30/2025 1:06:43 AM**  
**Attachment(s):**

You don't often get email from donotreplycommercial@thehartford.com. [Learn why this is important](#)

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The Hartford Services Team

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3600 Wiseman Blvd. San Antonio, TX 7825

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so we can properly verify your identity.

For Arizona, California, New Hampshire, Te  
underwriting company can be easily obtaine  
through the link as specified above.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

September 30, 2025

City of Tampa  
Insurance Compliance  
PO Box 100085 - ZS  
DULUTH GA 30096

### Account Information:

<b>Policy Holder Details :</b>	<b>American Government Services Corp</b>
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### Contact Us

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#### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



City of Tampa  
Purchasing

DeAnna Faggart, Director  
2555 E Hanna Ave, Tampa, FL 33610

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**[FUENTES & KREISCHER PA] RESPONSE DOCUMENT REPORT**

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

RESPONSE DEADLINE: June 3, 2025 at 1:30 pm

Report Generated: Friday, August 29, 2025

**Fuentes & Kreischer PA Response**

**CONTACT INFORMATION**

**Company:**

Fuentes & Kreischer PA

**Email:**

paula@fklaw.net

**Contact:**

Paula Zoumberos

**Address:**

Fuentes and Kreischer PA

1407 W. Busch Blvd.

Tampa, FL 33618

**Phone:**

(813) 933-6647

**Website:**

N/A

**Submission Date:**

Jun 3, 2025 10:24 AM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed May 7, 2025 3:46 PM by Paula Zoumberos*

Addendum #2

*Confirmed Jun 2, 2025 3:58 PM by Paula Zoumberos*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

*Pass*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

**(Do not upload cost information in here)**

Title\_page.pdf

Respondent's\_Affidavit.pdf

Request\_for\_Qualification.pdf

Title\_Company\_Application.pdf

Title\_Services\_Fee\_Schedule.pdf

Letter\_of\_Intent.pdf

Compliance\_Affidavit.pdf

licenses\_-\_attorneys.pdf

licenses\_-\_title\_agents.pdf

Chicago\_Title\_-\_UW\_letter.pdf

Old\_Republic\_-\_UW\_letter.pdf

MBD\_10.pdf

MBD\_20.pdf  
Proposer;s\_Affidavit.pdf

**2. Separate Cost Proposal\***

*Pass*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

Title\_Services\_Fee\_Schedule.pdf

**3. Proposer's Affidavit Form Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.\*\*\***

*Pass*

Yes

**4. Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF COMPLIANCE \(1\)...](#)

Compliance\_Affidavit.pdf

**5. Authorized Representative's Information\* Please include the following information regarding your Authorized Representative: Name Title Mailing Address Telephone Number and Email Address\*\*\***

*Pass*

Name

Title

Mailing Address

Telephone Number

Email Address

Albert C. Kreischer, Jr., Director/President

1407 W. Busch Blvd., Tampa, FL 33612

813-933-6647, ack@fklaw.net

**6. Type of Organization\*\*\*\***

*Pass*

How is your business organized?

Corporation

**7. Business License\*\*\*\***

*Pass*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER\*\*\*\*

*Pass*

Enter your Florida Business License Number here.

196920

**8. Please provide your name as listed with Sunbiz.\*\*\*\***

*Pass*

Fuentes and Kreischer, P.A.

**9. Sub-Contracting Submittals\*\***

*Pass*

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.**

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20 \(2\).pdf](#)

MBD\_10.pdf

MBD\_20.pdf

**10. Sub-Contractors\*\***

*Pass*

Will you be using Sub-Contractors?

No

**11. Public Record Declaration or Claim of Exemption\*\*\*\***

*Pass*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

No

**12. Conflict(s) of Interest\*\*\*\***

*Pass*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This

definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

### **13. Response to Proposal\*\*\*\***

*Pass*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).

We understand what is required of us, and agree to perform the work described in the Scope of Services in a professional manner.

### **14. PROPOSER'S AFFIDAVIT\*\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit \(1\).pdf](#)

Proposer;s\_Affidavit.pdf

### **15. ATTACHMENT A\*\***

*Pass*

Please upload completed Attachment A

Title\_Company\_Application.pdf

**16. ATTACHMENT B\*\***

*Pass*

Please upload completed Attachment B

Title\_Services\_Fee\_Schedule.pdf

**17. ATTACHMENT C\*\***

*Pass*

Please upload completed Attachment C

Letter\_of\_Intent.pdf

**18. Proposal Confirmation\*\*\*\***

*Pass*

**By clicking Confirm below, the Proposer complies with all of the requirements of the RFQ package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".**

**NOTE:** When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Confirmed

**19. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\***

*Pass*

Confirmed

**Fuentes and Kreischer, P.A.**  
**1407 West Busch Boulevard, Tampa, Florida 33612**  
**Phone 813-933-6647 Fax 813-932-8588**

**Title Page**

PROM: Fuentes and Kreischer, P.A.  
1407 W. Busch Blvd., Tampa, FL 33612  
Phone 813-933-6647

CONTACT: Paula Zoumberos  
paula@fklaw.net

DATE: June 2, 2025

RFQ TITLE: Citywide Real Estate Services (City of Tampa)

## PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Albert C. Kreischer, Jr., as President of Fuentes and Kreischer, P.A.

---

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FURTHER RESPONDENT SAYETH NOT.

Respondent: Complete the applicable Acknowledgement for An Individual Acting In His/Her Own Right, A Partnership or A Corporation, according to your firm type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A CORPORATION**

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 2nd day of June 2025, by

Albert C. Kreischer, Jr. who  
is President  
(Title)

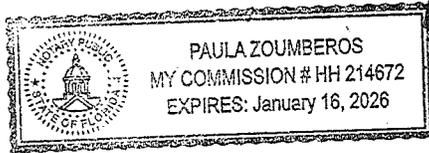
of Fuentes and Kreischer, P.A.  
(Corporation Name)

a corporation under the laws of the State of Florida, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who  (did not) take an oath.

Paula Zoumberos  
Signature of Notary Public

[Signature]  
Signature of Affiant

Notary Public  
State of: Florida  
My Commission  
Expires: \_\_\_\_\_



Paula Zoumberos  
Printed, typed or stamped  
Commissioned name of notary public

Albert C. Kreischer, Jr.  
Printed or typed name of Affiant

**FOR A LIMITED LIABILITY COMPANY (LLC)**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
\_\_\_\_\_ who

is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said entity. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**REQUEST FOR QUALIFICATION SIGNATURE FORM  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

In compliance with this RFQ and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFQ #25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES**, in accordance with the attached signed qualifications, or as mutually agreed upon by subsequent negotiation. This completed Qualification Signature form must be submitted with the Company's application and will become a part of any agreement that may be awarded. This Qualification Signature Form must be signed by an authorized representative as defined **Section 3. Content of Submittals** of this RFQ. **If the Qualification Signature Form is not signed by an authorized representative or submitted with the Title Application, the application shall be considered non-responsive.**

**Please type or print:**

Name of Firm: Fuentes and Kreisler, P.A.

Address: 1407 W. Busch Blvd.

City: Tampa State: Florida Zip: 33612

Contact Person: Paula Zoumberos

Telephone No.: 813-933-6647 Fax No.: 813-932-8588 Email: paula@fklaw.net

Type Organization:     Individual                     Small Business                     Non-Profit  
                                  Partnership                     Corporation                     Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes    No. License # Florida Bar #196920, and Florida Bar #161908

State of FL Corporation ID# (from Sec'y of State): Document # V60521

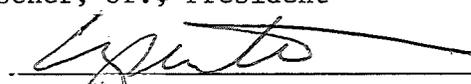
State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: 59-3150559

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

**By signing this RFQ the Respondent complies with all of the requirements of the RFQ including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section II. of the GENERAL CONDITIONS.**

Authorized Signature:  Date: 5-12-25  
Albert C. Kreisler, Jr., President

attest:   
Lawrence E. Fuentes, Secretary

**ATTACHMENT A  
TITLE COMPANY APPLICATION**

Date: June 2, 2025

Title Company Name: Fuentes and Kreischer, P.A.

Title Company Address: 1407 W. Busch Blvd., Tampa, FL 33612

1. Number of years in the title business: 48

2. Number of closings per year: 500 varies - based on average of past 10 years

Name of Closing Officer(s) (attach a resume for each):

Ann Zyndorf - employed by F&K 32 Years - no resume available

Paula Zoumberos - employed by F&K 26 Years - no resume available

3. Provide Name(s) of National Underwriters:

Chicago Title Insurance Company

Old Republic National Title Insurance Company (The Fund)

4. List address of closing sites and if your company can do off-site closings (at any location).

1407 W. Busch Blvd., Tampa, FL 33612

closing can be held at any location with sufficient prior notification

5. List professional memberships and affiliations (response limited to 1 letter-size page).

6. Letters of indemnification to City of Tampa from your underwriter(s).

7. Attach copy of license from State of Florida.

8. Attach a copy of the City of Tampa Women/Minority Business Enterprise and/or Small Local Business Enterprise Certification(s), if applicable. n/a

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature

Albert C. Kreischer, Jr.

Type or Print Name

**ATTACHMENT B  
TITLE SERVICES FEE SCHEDULE**

- |    |   |   |
|----|---|---|
| 1. | Title Commitment (\$1,000 Minimum)  | \$ <u>100.00</u> for a to be determined amount        |
|    | Delivery Time   | <u>3 days to 2 weeks based upon scope of search</u>   |
| 2. | Title Policy  | \$ <u>Florida Promulgated TI Rates</u> - see attached |
|    | Delivery Time   | <u>issued no more than 3 weeks after recording</u>    |
| 3. | Name Search   | \$ <u>50.00</u> per name                              |
|    | Delivery Time   | <u>1 to 2 days</u>                                    |
| 4. | O & E (Owners & Encumbrances) Report  | \$ <u>350.00</u> minimum, based upon scope of search  |
|    | Delivery Time   | <u>3 days to 2 weeks base upon scope of search</u>    |
| 5. | Closing Fee   | \$ <u>350.00</u> seller, \$750.00 to borrower if loan |
|    | Delivery Time   | <u>collected at closing</u>                           |
| 6. | Courier Fees, if any  | \$ <u>25.00</u> per Fed Ex if requested, courier fee  |
|    |   | on a case by case basis                               |
| 7. | Hourly Rate, if any   | \$ <u>n/a</u>   |
| 8. | For Commercial Transactions that include closing,<br>is negotiation available based upon the "Butler Case"? | Yes <u>XX</u> No <u>      </u>                        |

Other Services Available, Related Fees and/or Comments (to be listed below or attached):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If we are requested to engage a notary service for closing outside of our office,  
there will be a separate notary fee, which varies depending on where in the U.S.  
the signing will be taking place.

Authorized Signature: Paula Zumber Date: 6/2/25

## CALCULATING PREMIUMS

Below are premium rates to be charged by title insurers in the State of Florida for the respective types of title insurance contracts according to Chapter 690-186, Fla. Admin. Code (Title Insurance Rates) and Section 627.782, Florida Statutes.

### ORIGINAL OWNER'S, LOAN, AND LEASEHOLD RATES AND SPLITS (Known as "Original Rates")

POLICY AMOUNT	RATE PER \$1,000	PREMIUM SPLIT
Up to \$100,000	\$5.75	70/30
Over \$100,000 up to \$1,000,000	\$5.00	70/30
Over \$1,000,000 up to \$5,000,000	\$2.50	65/35
Over \$5,000,000 up to \$10,000,000	\$2.25	60/40
Over \$10,000,000	\$2.00	60/40

**MINIMUM PREMIUM \$100.00**

Fuentes and Kreischer, P.A.  
1407 West Busch Boulevard, Tampa, Florida 33612  
Phone 813-933-6647 Fax 813-932-8588

**LETTER OF INTENT**

June 2, 2025

TO: City of Tampa

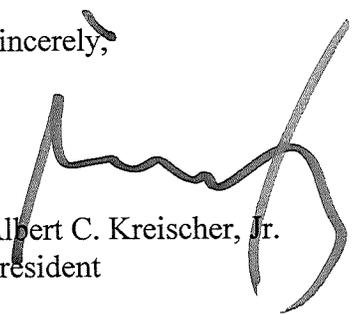
RE: RFQ FOR CITYWIDE REAL ESTATE TITLE SERVICES

Dear Sir or Madam:

Contingent upon our Company being awarded the City of Tampa (City) contract for the above referenced Request for Qualifications (RFQ), Fuentes and Kreischer, P.A. will comply with the City's Professional Liability requirement and provide the City with an Acord 25 Certificate from the Company's Insurance Company within ten 10 calendar days from notice of intnet to award by the City.

Fuentes and Kreischer, P.A. understands if the Professional Liability Insurance is not obtained, the Company will be considered non-responsive.

Sincerely,

  
Albert C. Kreischer, Jr.  
President

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

The undersigned Affiant, on behalf of the Entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

**Public Entity Crimes**

1. Affiant understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

**E-Verify**

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with

the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking**

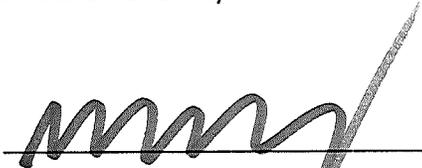
- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

**Compliance with Foreign Countries of Concern**

- 12. Affiant, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: June 2, 2025 (Affiant) Signed: 

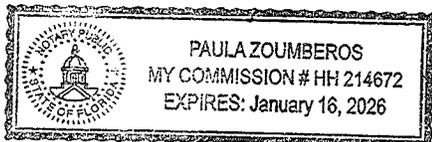
Entity: Fuentes & Kreischer, P.A. Name: Albert C. Kreischer, Jr.

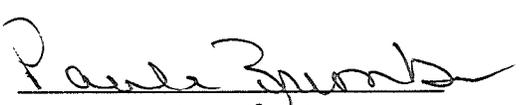
Title: President

STATE OF Florida  
 COUNTY OF Hillsborough

SWORN to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 2nd day of June, 2025, by Albert C. Kreischer, Jr. as President, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL/STAMP]



  
 Signature of Notary

Name: Paula Zoumbros  
 (Print or Type Name)  
 Notary Public: State of Florida  
 My Commission Expires \_\_\_\_\_

# THE FLORIDA BAR

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## Lawrence E Fuentes

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 161908

Mail Address: Fuentes & Kreischer, P.A.  
1407 W Busch Blvd

Tampa, FL 33612-7601

United States

Office: 813-933-6647

Fax: 813-932-8588

Email: lef@fklaw.net

Personal Bar [www.floridabar.org/mybarprofile/161908](http://www.floridabar.org/mybarprofile/161908)

URL: vCard:  ?

County: Hillsborough

Circuit: 13

Admitted: 10/18/1973

10-Year None

Discipline

History: Law School: Stetson University College of Law, 1973

Sections: Real Property, Probate Law

Federal Courts: U.S. Court of Appeals for the Eleventh Circuit

U.S. Supreme Court

U.S. District Court, Middle District of Florida

State Courts: Florida

Firm: Fuentes & Kreischer, P.A.

Firm Size: 2 to 5

Firm Position: Partner/Shareholder

Firm Website: [fklaw.net](http://fklaw.net)

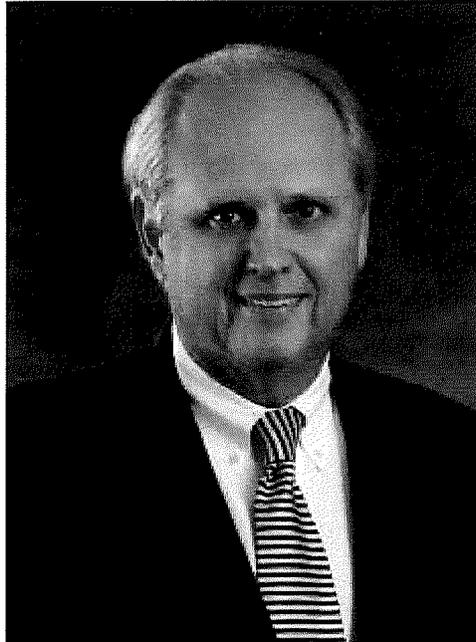
The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about attorneys licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, through this directory The Florida Bar allows individual attorneys the opportunity to provide for public information certain expanded personal and professional data. It is the attorney's responsibility to routinely review and update those expanded listings. The information contained in those expanded listings is presented by the Bar "as is" with no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents thereof are not responsible for the accuracy of that additional data. Publication of attorneys' contact information within this listing should not be construed as their consent to receive unsolicited communications in any form. Certain unauthorized uses of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

# SECTION MEMBER PROFILE

## Lawrence E Fuentes "Larry"

Member in Good Standing

Eligible to Practice Law in Florida



---

**Bar Number:**

161908

---

**Mail Address:**

Fuentes & Kreischer, P.A.  
1407 W Busch Blvd  
Tampa, FL 33612-7601

Office: **813-933-6647**

Cell: **813-957-8710** - No Text Messages

Fax: 813-932-8588

---

**Email:**

[lef@fklaw.net](mailto:lef@fklaw.net)

---

**Personal Bar URL:**

<https://www.floridabar.org/mybarprofile/161908>

**vCard:****County:**

Hillsborough

**Circuit:**

13

**Admitted:**

10/18/1973

**10-Year Discipline History:**

None

**Law School:**

Stetson University College of Law, 1973

**Sections:**

Real Property, Probate & Trust

**Federal Courts:**

U.S. Court of Appeals for the Eleventh Circuit

U.S. Supreme Court

U.S. District Court, Middle District of Florida

**State Courts:**

Florida

**Firm:**

Fuentes & Kreischer, P.A.

**Firm Size:**

2-5

**Firm Position:**

Partner/Shareholder

**Firm Website:**

<https://fklaw.net>

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### Albert C Kreisler, Jr.

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 196920

Mail Address: Fuentes & Kreisler P.A.  
1407 W Busch Blvd

Tampa, FL 33612-7601

United States

Office: 813-933-6647

Fax: 813-932-8588

Email: [ack@fklaw.net](mailto:ack@fklaw.net)

Personal Bar [www.floridabar.org/mybarprofile/196920](http://www.floridabar.org/mybarprofile/196920)

URL: vCard:  ?

County: Hillsborough

Circuit: 13

Admitted: 06/10/1975

10-Year None

Discipline

History: Law School: Stetson University College of Law, 1973

Sections: Real Property, Probate Law

Firm: Fuentes & Kreisler, P.A.

Firm Size: 2 to 5

Firm Position: Private Law Practice

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about attorneys licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, through this directory The Florida Bar allows individual attorneys the opportunity to provide for public information certain expanded personal and professional data. It is the attorney's responsibility to routinely review and update those expanded listings. The information contained in those expanded listings is presented by the Bar "as is" with no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents thereof are not responsible for the accuracy of that additional data. Publication of attorneys' contact information within this listing should not be construed as their consent to receive unsolicited communications in any form. Certain unauthorized uses of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

# MEMBER PROFILE

## Albert C Kreischer Jr.

Member in Good Standing

Eligible to Practice Law in Florida

**Bar Number:**

196920

---

**Mail Address:**

Fuentes & Kreischer, P.A.  
1407 W Busch Blvd  
Tampa, FL 33612-7601

Office: **813-933-6647**

Cell: **813-933-6647** - No Text Messages

Fax: 813-932-8588

---

**Email:**

ack@fklaw.net

---

**Personal Bar URL:**

<https://www.floridabar.org/mybarprofile/196920>

---

**vCard:**



**County:**

Hillsborough

---

**Circuit:**

13

---

**Admitted:**

06/10/1975

---

**10-Year Discipline History:**

None

**Law School:**Stetson University College of Law, 1973

---

**Sections:**Real Property, Probate & Trust

---

**Firm:**Fuentes & Kreisler, P.A.

---

**Firm Size:**2-5

---

**Firm Position:**Private Law Practice

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The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**ANN M. ZYNDORF**

**License Number : P112513**

**Resident Insurance License**

•0410 - TITLE

**Issue Date**

09/11/2007

**Please Note:**

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dlice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis  
Chief Financial Officer  
State of Florida

# Florida Department of Financial Services

**PAULA ETHLYN ZOUMBEROS**

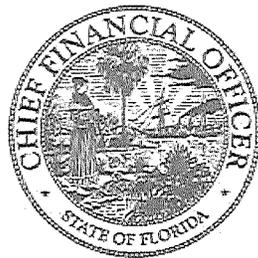
1407 W. BUSCH BLVD.  
TAMPA FL 33612

Is hereby recognized as a

**0410 - TITLE INSURANCE AGENT**

License # **A294404** Issued **OCTOBER 5, 2007**

For having fulfilled the requirements of Florida  
Law regarding this license classification.



**CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA**



05/14/2025

To Whom it may concern  
its successors and/or assigns, as their interests may appear

RE: **Authorized Settlement Agent/Approved Attorney**  
Fuentes and Kreischer, PA  
1407 W Busch Blvd  
Tampa, FL 33612-7600

Please be advised that as of the date referenced above, the above-named party is either an active Agent, an Approved Attorney or an Approved Escrow Provider for Chicago Title Insurance Company (hereinafter referred to as "the Company").

If the above-named party is an Agent, the Agent is in good standing and authorized to act on behalf of the Company for the purpose of issuing title insurance, commitments, policies, endorsements and other title assurances as permitted by state law. The Agent is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

If the above-named party is an Approved Attorney, the Approved Attorney, is in good standing as an approved attorney with the Company. So long as such approved status is maintained, the Company will issue title commitments and policies based on proper title certification from the Approved Attorney pursuant to state law. The Approved Attorney is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

If the above-named party is an Approved Escrow Provider, the Approved Escrow Provider is in good standing as an approved escrow provider for the Company. An Approved Escrow Provider is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bryce Lewis".

Bryce Lewis, Senior Underwriting Counsel

Fuentes and Kreischer, P.A.  
1407 West Busch Boulevard, Tampa, Florida 33612  
Phone 813-933-6647 Fax 813-932-8588

**LETTER OF INTENT**

June 2, 2025

TO: City of Tampa

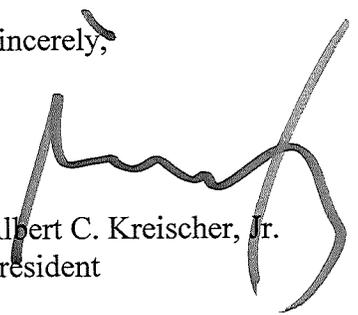
RE: RFQ FOR CITYWIDE REAL ESTATE TITLE SERVICES

Dear Sir or Madam:

Contingent upon our Company being awarded the City of Tampa (City) contract for the above referenced Request for Qualifications (RFQ), Fuentes and Kreischer, P.A. will comply with the City's Professional Liability requirement and provide the City with an Acord 25 Certificate from the Company's Insurance Company within ten 10 calendar days from notice of intnet to award by the City.

Fuentes and Kreischer, P.A. understands if the Professional Liability Insurance is not obtained, the Company will be considered non-responsive.

Sincerely,

  
Albert C. Kreischer, Jr.  
President



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive**

**Page 1 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-10)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Company Name: Paula Fuentes & Kreischer PA Address: 10477 W. Busch Blvd., Tampa, FL 33612  
Federal ID: 59-3150559 Phone: 8139336647 Fax: 8139328588 Email: paula@fklaw.net

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

**No Firms were contacted or solicited for this contract.**

**No Firms were contacted because:** we do not use subcontractors

**See attached list of additional Firms solicited and all supplemental information (List must comply to this form)**

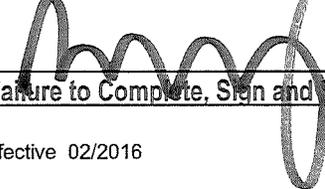
**Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses**

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					

Failure to Complete, Sign and Submit  
this form with your Proposal  
Shall render the Proposal Non-  
Responsive  
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed:  Name/Title: Albert C. Kreischer, Jr./ <sup>President</sup> Date: June 2, 2025  
**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive**  
**Forms must be included with Proposal**



## Page 2 of 4 – DMI Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

**For additional information visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo)**



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive**  
**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-20)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Company Name: Fuentes & Kreischer PA Address: 1407 W. Busch Blvd., Tampa, FL 33612  
 Federal ID: 59-3150559 Phone: 8139336647 Fax: 8139328588 Email: paula@fklaw.net

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

**Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses**

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: we do not subcontractors

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

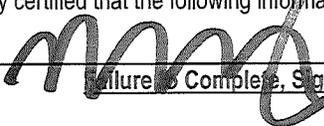
Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

Failure to Complete, Sign and Submit  
 this form with your Proposal Shall  
 render the Proposal Non-Responsive.  
 (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_  
 Total SLBE Utilization \$ \_\_\_\_\_  
 Total WMBE Utilization \$ \_\_\_\_\_  
 Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed:  Name/Title: Albert C Kreischer Jr Pres. Date: June 2, 2025

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive**  
**Forms must be included with Proposal**



## Page 4 of 4 DMI – Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

*This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.* Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

**For additional information visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo)**





City of Tampa  
Purchasing

DeAnna Faggart, Director  
2555 E Hanna Ave, Tampa, FL 33610

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[MAJESTY TITLE SERVICES A DIVISION OF LANDCASTLE TITLE GROUP, LLC] RESPONSE DOCUMENT REPORT

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

RESPONSE DEADLINE: June 3, 2025 at 1:30 pm

Report Generated: Friday, August 29, 2025

**Majesty Title Services a Division of LandCastle Title Group, LLC Response**

**CONTACT INFORMATION**

**Company:**

Majesty Title Services a Division of LandCastle Title Group, LLC

**Email:**

[jason@majestytitle.com](mailto:jason@majestytitle.com)

**Contact:**

Jason Tillis

**Address:**

4006 S. MacDill Avenue  
Tampa, FL 33611

**Phone:**

(813) 574-5090

**Website:**

[WWW.MajestyTitle.Com](http://WWW.MajestyTitle.Com)

**Submission Date:**

May 21, 2025 3:03 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed May 21, 2025 1:33 PM by Jason Tillis*

Addendum #2

*Confirmed May 21, 2025 1:33 PM by Jason Tillis*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

*Pass*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

**(Do not upload cost information in here)**

RFQ.pdf

### 2. Separate Cost Proposal\*

*Pass*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

Cost.pdf

### 3. Proposer's Affidavit Form Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.\*\*\*

*Pass*

Yes

4. **Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF COMPLIANCE \(1\)...](#)

20250521152039.pdf

5. **Authorized Representative's Information\* Please include the following information regarding your Authorized Representative: Name Title Mailing Address Telephone Number and Email Address\*\*\***

*Pass*

Name

Title

Mailing Address

Telephone Number

Email Address

Vincent J. Cassidy

Vice President

4006 S MacDill Avenue, Tampa FL 33611

813-574-5090

VCassidy@majestytitle.com

6. **Type of Organization\*\*\*\***

*Pass*

How is your business organized?

LLC

**7. Business License\*\*\*\***

*Pass*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER\*\*\*\*

*Pass*

Enter your Florida Business License Number here.

W321036

**8. Please provide your name as listed with Sunbiz.\*\*\*\***

*Pass*

LandCastle Title Group, LLC

**9. Sub-Contracting Submittals\*\***

*Pass*

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.**

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20 \(2\).pdf](#)

Contractors.pdf

#### **10. Sub-Contractors\*\***

*Pass*

Will you be using Sub-Contractors?

No

#### **11. Public Record Declaration or Claim of Exemption\*\*\*\***

*Pass*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section

119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

No

**12. Conflict(s) of Interest\*\*\*\***

*Pass*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

**13. Response to Proposal\*\*\*\***

*Pass*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).

Majesty Title Services, a Division of LandCastle Title Group, LLC has read and understands the qualifications and requirements for Citywide Real Estate Title Services (Re-Bid) RFQ #25-P-00172, dated March 17, 2025 in its entirety.

We understand the needs of the City of Tampa, relative to Title Services depicted in Scope of Services and we are prepared to deliver the services as set forth by this RFQ. Furthermore, we meet the minimum qualification requirements.

#### **14. PROPOSER'S AFFIDAVIT\*\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit \(1\).pdf](#)

AFF.pdf

#### **15. ATTACHMENT A\*\***

*Pass*

Please upload completed Attachment A

AFF.pdf

#### **16. ATTACHMENT B\*\***

*Fail*

Please upload completed Attachment B

AFF.pdf

#### **17. ATTACHMENT C\*\***

*Fail*

Please upload completed Attachment C

AFF.pdf

**18. Proposal Confirmation\*\*\*\***

*Pass*

**By clicking Confirm below, the Proposer complies with all of the requirements of the RFQ package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".**

**NOTE:** When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Confirmed

**19. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\***

*Pass*

Confirmed



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**DeAnna Faggart,**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

March 17, 2025

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Bids for the furnishing of: **BID NO. 25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES** will be received by the Director of Purchasing, City of Tampa, until **APRIL 23, 2025 1:00 PM (EST) then be opened.**

Important instructions and specifications regarding responses to this Request for Qualifications are listed below. Failure to follow these instructions may result in Respondent disqualification.

Questions that may arise from the RFQ document will be received until **1:00 PM, APRIL 15, 2025**. All questions must be sent via email. It is the Proposer's responsibility to confirm the City is in receipt of the questions. Questions should be referred to: **OpenGov**, and shall be submitted by email to **procurement-support@opengov.com**.

Electronic submittals shall be uploaded in the OpenGov eProcurement Portal via link:  
**<https://procurement.opengov.com/portal/cityoftampa/projects/155161>**

To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline. Proposer shall receive an email confirmation of their proposal submittal after clicking on the "Submit" button in the portal. The Proposer shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered. Proposals shall be accepted no later than the time and date specified on the **REQUEST FOR QUALIFICATIONS**. All responses received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the OpenGov eProcurement Portal. No bid may be withdrawn or modified after the time fixed for the opening of responses.

**STATEMENT OF NO BID**

**WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposals package to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

**INSTRUCTIONS TO BIDDER**

City of Tampa RFQ's are issued electronically via the OpenGov eProcurement Portal. Obtaining solicitations through OpenGov will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than OpenGov are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact OpenGov Support at procurement-support@opengov.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. OpenGov is an independent entity

and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov Support at [procurementssupport@opengov.com](mailto:procurementssupport@opengov.com) for more information.

Submitters discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFI, shall immediately notify the City of such error in writing and request modification or clarification of the RFI within the OpenGov eProcurement Portal. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from OpenGov (those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five days prior to this RFQ opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the bid or it shall be deemed waived.

The RFQ document contains a General Conditions Section and an Information Requested Section. General Conditions contain general requirements and the information Requested Section details the information the City is interested in responses in finding a solution(s) for the initiative's goal.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Proposer is expected to carefully examine the entire RFI package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Proposer's risk.**

## 1. GENERAL CONDITIONS

**1.1 Submittal Due Date.** Sealed proposals will be received no later than the date and time indicated on page one of this document. RFQ packages will not be accepted after this time.

**The City is not required to seek proposals for this service; it has chosen to do so in its best interest. In so doing, however, the City is not bound to award to the lowest monetary Agency and/or Individual(s). The City reserves the right to seek new proposals for services when such is reasonably in the best interest of the City.**

**1.2 Addendum and Amendment to RFQ.** If it becomes necessary to revise or amend any part of this RFQ, OpenGov will provide notification of the Addendum to all prospective Respondents who received an original RFQ. The City will not accept incomplete qualification packages.

**1.3 Florida Public Records Law.** in accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection and copying. If the Respondent is asserting that certain information in its RFQ is confidential and/or proprietary and/or exempt from public disclosure, then the Respondent is required to do the following: (1) identify, with specificity, the information which the Respondent asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) Place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Respondent's other documents, (3) (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Respondent's confidential/proprietary/exempt information must be submitted with the Respondent's other RFQ documents.

Respondent is advised that failure to follow the aforementioned instructions may result in Respondent's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this RFQ will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.\*

Be aware that the designation of an item as exempt from public disclosure by a Respondent may be challenged in court by any person or entity. By designation of material in your RFQ submittal as exempt from public disclosure, Respondent agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Respondent's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**\*Note: The City will not accept Responses when the entire Response is labeled as exempt from public disclosure. Respondent's References and Cost or Price Response will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the response non-responsive.**

**1.3.1** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**1.3.2** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

**1.3.3** The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Respondent agrees to comply with Florida's Public Records Law, including the following:

1. Successful Respondent shall keep and maintain public records required by the City to perform the services;
2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Successful Respondent does not transfer the records to the City;
4. Upon completion (or earlier termination) of the contract, Successful Respondent shall within thirty (30) days after such event either transfer to the City, at no cost, all public records in possession of the Successful Respondent or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Respondent transfers all public records to the City upon completion (or earlier termination) of the contract, Successful Respondent shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Respondent keeps and maintains public records upon completion (or earlier termination) of the contract, Successful Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Successful Respondent to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Respondent until records are received as provided herein.
6. **IF SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, HANNA CITY CENTER BUILDING, 2ND FLOOR, 2555 E. HANNA AVE, TAMPA, FL 33610.**

**Note:** Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. General Conditions, Section 3. Content of Proposal, Tab 2.

**1.4 Errors and Omissions.** Respondents discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, shall immediately notify the City of such error in writing and request modification or clarification of the RFQ. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Respondents who received an original RFQ from OpenGov (Those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five (5) days prior to the RFQ opening date. The Respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFQ prior to submitting the proposal or it shall be deemed waived.

**1.5 City of Tampa Ethics Code.** The Respondent shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Respondent responding to this RFQ acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. The Successful Respondent shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid, Request for Proposal or Request for Qualifications (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

**Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).** Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**1.6 Equal Opportunity.** The City of Tampa hereby notifies all Respondents that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present response matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

***For additional information visit the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>***

**1.7 Governing Law/Venue.** The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

**1.8 Compliance with Laws.** The Successful Respondent shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

**1.9 Incurred Expenses.** The City is not responsible for any expenses which the Respondent may incur in the preparation and submittal of responses requested by this RFQ, including but not limited to, costs associated with travel, accommodations, interviews or presentations.

**1.10 RFQ Binding.** All Requests for Qualifications submitted shall be binding for one-hundred and twenty (120) calendar days following the opening.

**1.11 Award Termination.** When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause; or
- 30-day written notice without cause.

**1.12 Procurement Protest Procedures.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual respondent, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation, qualification solicitation, or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and

Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**1.13 Sub-Contracting Submittals.** No Successful Respondent shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Successful Respondent agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with bid response. ("Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20). **These forms must be submitted with all responses.**

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

#### **1.14 Non-Discrimination in Contracting and Employment**

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa.

The Successful Respondent shall comply with the following Statement of Assurance:

During the performance of this Award, the Successful Respondent herein assures the City, that said Successful Respondent is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Respondent 's employees or applicants for employment.

The Successful Respondent understands and agrees that this Award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Award. Furthermore, the Successful Respondent herein assures the City, that said Successful Respondent will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Respondent further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award. The Successful Respondent further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

**1.15 Scrutinized Companies.** Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes

**1.16 Audit Rights.** During the term of this agreement including any renewal or extension hereof, and for a period of six (6) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with the Successful Respondent the City or a representative of the City shall have the right, within two (2) weeks written notice to the Successful Respondent, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and the Successful Respondent shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the City or its representative within ten (10) working days of written notice by the City. There will be an administrative fee of \$100.00 per day, per requested item for records that are received after the initial ten (10) working day period. The Successful Respondent shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Successful Respondent's office. The Successful Respondent shall allow the City or their representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in the Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the City's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Successful Respondents shall require all payees (examples include, but are not limited to, Sub-Contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between the Successful Respondent and payee. Such requirements to include flow-down right or audit provision in contracts with payees will also apply to Sub-Contractors, sub-Sub-Contractors, material suppliers, etc. The Successful Respondent will cooperate fully and will cause all related parties and all of the Successful Respondent's Sub-Contractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the City all required records. The Successful Respondent shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Successful Respondent to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Successful Respondent and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Successful Respondent within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Successful Respondent.

**1.17 Data Collection.** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Proposers are used for identification, verification, and tax reporting purposes.

**1.18 Indemnification.** The Contractor/Successful Proposer/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

## 2. QUESTIONS REGARDING THE RFQ PACKAGE AND PROCESS

**2.1** To ensure fair consideration for all Respondents, the City prohibits prospective Respondents' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the RFQ process shall be addressed via email to **OpenGov** by email at: [procurement-support@opengov.com](mailto:procurement-support@opengov.com).

**2.2 Communication Policy.** During any solicitation period, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the legal department is permitted from any Respondent. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

**Any Respondent who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.**

## 3. CONTENT OF SUBMITTALS

**3.1** Submittals should be prepared simply and economically, providing a straightforward, concise description of the Title Company's ability to fulfill the requirements of the RFQ. **Failure to follow these instructions could result in your submittal being disqualified.**

**In order to ensure a uniform review process and to obtain the maximum degree of comparability, the following items shall be uploaded into the Respondent's Affidavit, Signature Forms and Vendor Response Section:**

- ✓ **Title Page.** Type the name of Respondent's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFQ.
- ✓ **Table of Contents.** Include a clear identification of the written material by section and by page number.
- ✓ **Addenda.** Include a copy of the addendum, or addenda associated with the RFQ, if applicable. Incomplete responses will not be considered.

- ✓ **Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from General Conditions, General Information, Subsection 1.3.
- ✓ **Response to the RFQ.** Specifically state the Title Company's understanding of the work to be accomplished and make a positive commitment to perform the work in Scope of Services.
- **Scope of Services.** Provide and include all the requirements and/or documentation requested under Scope of Services, including Attachment A - TITLE COMPANY APPLICATION, and Attachment C – LETTER OF INTENT
- **Compensation.** Complete and submit Attachment B. Title Services Fee Schedule. Itemize any optional costs separately.
- **Sub-Contracting Forms.** Under Section IV. Sub-Contracting Forms and Payment Form, the following forms must be filled out and submitted:
  - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
  - Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20

**These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.**

- **Proposer's Affirmation and Declaration.** Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFQ Package. This form must be signed by an authorized representative of the Appraisal Company as defined below.
- **Qualifications Signature Form.** Complete the Request for Qualifications Signature form provided in the package. This form must be signed by an authorized representative of the Title Company as defined below:

When Title Company is a corporation, the president or vice president signing shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office. The form shall also bear the seal of the corporation attested by its corporate secretary.

When the Title Company is a partnership, the form shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the Title Company is an individual or sole proprietorship, the response shall be signed by the individual owner, stating name and style under which the Title Company is doing business.

If the Title Company is doing business under a fictitious name, the Title Company must submit a copy of Certificate of Registration with the Florida Secretary of State.

When the Title Company is a joint venture, each joint venturer must sign the form as hereinabove indicated.

- **Insurance Requirements.** This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

#### **4. EVALUATION**

**4.1** Responses will be evaluated by the Real Estate Department based on qualifications, experience including the Title Company's Application and for compliance of the requirements in the RFQ. The selection of Title Companies will be based on experience, qualifications, location and ability-to-perform which shall be determined solely by the City.

Prior to award resulting from this solicitation, the Successful Respondents shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

**4.2 Award Term.** The period of the award shall be for a three-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

**4.2.1 Supplemental Unilateral Renewal Periods.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Respondent prior to the expiration of the award, or the renewal period if the award has been previously renewed.

**4.3 PRICE ESCALATION/DE-ESCALATION.** The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

**4.4 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Respondent in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

**4.5 Addition/Deletion.** The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

**4.6 Payment.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. Respondents that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**4.7 Minimum Wage Amendment.** The Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Respondent on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

**4.8 Invoicing.** The Successful Respondent shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this RFQ itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;

- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

At the time of submission of its invoices, the Successful Respondent shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Respondent uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Respondent intends to utilize.

- Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

**4.9 Default/Re-award.** Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Respondent upon non-performance or violation of contract terms, including the failure of the Successful Respondent to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Respondent, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Respondent and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

## **5. SCOPE OF SERVICES**

### **5.1 INTRODUCTION**

The City of Tampa Real Estate Department has an on-going need for Title Services. It is the City's intent to pre-qualify eligible Title Companies for use annually on an as-needed basis, to be retained for service by the specific project. The City of Tampa (City) will do business directly with Title Companies and reserves the right to award this RFQ to multiple Title Companies based on experience, qualifications, location, and ability-to-perform. It is the City's sole discretion which Title Companies will perform this service.

### **5.2 SERVICE REQUIREMENTS**

**5.2.1** The title work requirements are for a variety of services including but not limited to placing mortgages on real property. The services include interim title binders, owners and encumbrance reports, title insurance, property information reports, name searches, and all closing function. Each of the services needs to be provided in a timely and professional manner. Some mortgages will be for local lenders, but most will be provided by either federal, state or city funds that require special or specific mortgage instructions and requirements to be followed.

**5.2.2** The Title Company must provide the following:

- All closing functions within its Company and shall be able to do off-site closings within Hillsborough County.
- National Underwriters.

In the event of title services required for the purchase of land by the City, the seller may have the option to specify the Title Company to provide the services.

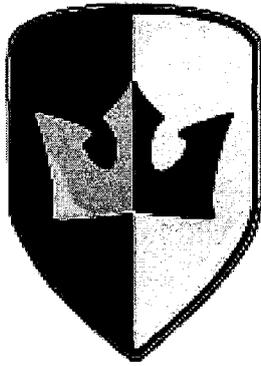
**5.2.3** Following the request for services by a City Department, the Title Company shall provide all necessary resources to diligently pursue the assigned activities within the schedule provided by the City's User Department.

**5.2.4** During the life of the award, the Title Company must maintain and provide the City their most current insurance certificate available. Failure to maintain the required insurance as stated under Section II. General Conditions, Section 6. Insurance Requirements will constitute default of award.

## **6. MINIMUM QUALIFICATION REQUIREMENTS**

- The Title Company must be in the primary business of performing Real Estate Title Services.
- All Title Companies must be Licensed or Certificated in accordance with Florida State Statutes.
- The Title Company shall provide off-site closings, when requested.
- The Title Company must be able to provide or assist with electronic closings.
- The office of the Title Company shall be within Hillsborough County.
- The Title Company must be in business a minimum of 5 (five) years.
- The Title Company shall provide service Monday – Friday, 8:00 AM until 5:00 PM. The Title Company shall be available if necessary to provide services after 5:00 PM.

**Note:** The City reserves the right to cancel the award with the Title Company if performance by the Title Company fails to meet the needs of the City in a timely manner.



# MAJESTY

**TITLE SERVICES**

*Where Service Reigns*

A Division of LandCastle Title Group, LLC

**Citywide Real Estate Title Services (Re-Bid)**

**RFQ #25-P-00172**

Majesty Title Services,

a Division of LandCastle Title Group, LLC

4006 S. MacDill Avenue

Tampa, Florida 33611

Phone: (813) 574-5090

Fax: (813) 868-3751

Contact: Vincent J. Cassidy, Vice President

[vcassidy@majestytitle.com](mailto:vcassidy@majestytitle.com)

**Submitted: May 21, 2025**



## Table of Contents

Tab 1.	Addenda
Tab 2.	Florida Public Records Law
Tab 3.	Response to the RFQ
Tab 4.	Section I. Scope of Services
Tab 5.	Compensation
Tab 6.	Sub-Contracting Forms
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Tab 8.	Qualifications Signature Form
Tab 9.	ALTA Best Practices Certification



## Addenda



## **Florida Public Records Law**

Majesty Title Services, a Division of LandCastle Title Group, LLC hereby acknowledges the contents of the Florida Public Records Law requirements from General Conditions, General Information, Subsection 1.3



## **Scope of Services**

Title Company Application

Resumes

Professional Memberships and Affiliations

Letters of Indemnification

State of Florida License

General Statement of Experience

References

Insurance Requirements

# ERIN C. ELSER

EMAIL: eelser@majestytitle.com

CELL: (813) 334-6771

**SKILLS:** Relationship Management; Customer Service; Operational Management; Risk Analysis; Project Management

## WORK EXPERIENCE:

**Branch Manager, Escrow Closer & Licensed Title Agent, Majesty Title Services, Tampa, FL 2007-Present**

- Manages team of 9 staff at the company's flagship office, overseeing business development and day to day operations of the branch
- Successfully motivates team to exceed \$200K of revenue with a 25% profit margin month over month
- Markets Title and Settlement services to current and potential clients in Hillsborough County
- Develops and implements marketing messages to reinforce our marketing strategy through web site, emails and newsletters
- Developed process/project management skills through event planning for marketing and production
- Identifying and resolving client concerns
- Communicates new product and service opportunities, special developments, information, or feedback gathered through field activity to appropriate company staff
- Led project to collect and document our company's policies and procedures to obtain national industry certification for Best Practices
- Led implementation of new software conversion
- Worked with integration team for company acquisition
- Builds rapport with clients and coordinates with third parties to move transactions from receipt to closure, using multiple software systems to clear title issues, and ensure accuracy and completeness
- Processes, maintains and expedites all matters related to real estate closing transactions

## PERSONAL & PROFESSIONAL ACHIEVEMENTS:

- Florida Bright Futures Scholarship, 2004-2008
- Florida Land Title Association, Scholarship Recipient, 2014
- Certified Notary Public, Florida Department of State Division of Corporations
- Sales Presentation Champion, Dale Carnegie Training, 2011
- Licensed Title Agent, Florida Department of Financial Services, 2013-Present
- Leadership JLT Class Alumni, Center for Non-Profit Leadership, 2014
- Deanne Dewey Roberts Emerging Leader of the Year Award Winner, 2016

## COMMUNITY INVOLVEMENT

- Tampa Metropolitan YMCA, Governance Board Member, 2015-Present
  - Served on CEO Search Committee, 2017
- Lion's Eye Institute Foundation, Board Member, 2017-Present
- Greater Tampa Chamber of Commerce, Board Member, 2015
- Emerge Tampa Bay, Program Chair 2015
  - Program Vice Chair, 2014
  - Professional Development Committee Chair, 2013
  - Social Committee Chair, 2012
- Junior League of Tampa, 2010-Present
  - Nominating Committee: 2018-2020
  - Training Committee: Chair, 2017
  - Girl Power Committee: Chair, 2016
  - Girl Power Committee: Assistant Chair, 2015
  - Girl Power Committee: Event Coordinator, 2013 -2015
  - Children's Literacy Committee: Special Events Coordinator, 2012

## EDUCATION:

- **Masters of Business Administration**, University of Tampa, Tampa, FL, August 2016
- **Bachelor of Science in Recreation, Parks & Tourism**, University of Florida, Gainesville, FL, August 2008
  - **Youth Activities Intern (INTERNSHIP: LE14940)**, Navy MWR, Naval Station Rota, Spain, 2008
    - Planned, implemented and evaluated a variety of youth and community wide special events
    - Helped to create marketing materials to promote events to the base-community
    - Selected to program a week-long summer camp in Madrid
    - Accountable for developing, implementing and evaluating numerous Boys & Girls Club of America programs

**Jason Tillis**  
10475 Carrollbrook Circle #118  
Tampa, FL 33618  
(813) 892-6700

## **Objective**

To continue in a challenging and responsible career where proven abilities will be rewarded with opportunity for professional and personal growth.

## **Education**

2005-2009 **Bachelor of Arts and Science in Psychology**, University of South Florida  
2003-2005 **Associates in Business Administration**, Hillsborough Community College  
2003 **High School Diploma**, Gaither High School

## **Experience**

3/15—Present Majesty Title Services

- Started in the order entry department
- Performed all task in the title department from search to exam and commitment preparation
- Processing; working files from gathering information, ordering payoffs, clearing title issues
- Closing; Sheduling closing, working on and balancing settlement statements with lenders, document preparation, sitting closings
- New software implementation and training
- Assisted in transitioning Majesty Title's technology and processes from an independent operation over to a corporate environment

3/03—4/15 Busch Gardens, Tampa

- Started serving on the front line of a restaurant
- Transferred to the Field handling the stocking of carts as well as operating the cash register
- Promoted to Assistant Supervisor assisted in the supervision of 30+ employees;
- handled the opening and closing paperwork; distributed and counted tills;
- maintained a cash bank in the safe; filled in areas when needed
- Assisted in the training of new employees in the areas of cash handling, guest service and employee wardrobe
- Assisted office personnel in the upkeep of employee records and filing
- Transferred to Catering assisted in the execution of events; setup and breakdown,
- counted and closed out registers
- Oversee the execution of the bars and all front of house operations from setup to breakdown.

4/10—2013 WMNF 88.5 Community Radio, Tampa

- Helped with set up, execution and breakdown of special events.
- Performed administrative activities such as answering phones, data entry,
- envelope stuffing, and mailing of all size packages

2002-3/03 Gulf-View.com, Lutz

## **Jason Tillis**

10475 Carrollbrook Circle #118

Tampa, FL 33618

(813) 892-6700

- Packed and delivered aquatic wildlife to various shipping services

2001-2003 Florida Aquarium, Tampa

- Volunteered in the education department educating guest about various exhibits
- Assisted biologist in the preparation of animal diets and helped feed the animals

### **Special Skills**

Computer:

- Word, Excel, Powerpoint, SAP system, Windows,
- Internet Explorer, Google Chrome
- SoftPro
- Remote Deposit

Certifications:

- ServSafe Certified (Certification # 8744756 Expiration 01/16/2017)
- RCS (Responsible Vendor Training) Trained 3 times a year
- Florida Notary
- Florida Title Agent License (W209702)



## **Professional Memberships & Affiliations**

Majesty Title Services, LLC is a member of:

- American Land Title Association
- Florida Land Title Association
- Greater Tampa Chamber of Commerce
- Carrollwood Area Business Association
- Women's Council of Realtors
- Greater Tampa Realtors
- Better Business Bureau

Vincent J. Cassidy is a member or affiliated with:

- Florida Land Title Association, Past President
- Chairman of Tampa Hillsborough Expressway Authority
- Organizing Board Member of Gulfshore Bank
- Greater Tampa Chamber of Commerce, Membership Co-Chair



05/21/2025

City of Tampa

RE: **Authorized Settlement Agent/Approved Attorney**  
LandCastle Title Group, LLC  
DBA Majesty Title Services, A Division of LandCastle Title Group, LLC  
4006 S Macdill Ave  
Tampa, FL 33611-1545  
813-574-5090

Please be advised that as of the date referenced above, the above-named party is either an active Agent, an Approved Attorney or an Approved Escrow Provider for Chicago Title Insurance Company (hereinafter referred to as "the Company").

If the above-named party is an Agent, the Agent is in good standing and authorized to act on behalf of the Company for the purpose of issuing title insurance, commitments, policies, endorsements and other title assurances as permitted by state law. The Agent is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

If the above-named party is an Approved Attorney, the Approved Attorney, is in good standing as an approved attorney with the Company. So long as such approved status is maintained, the Company will issue title commitments and policies based on proper title certification from the Approved Attorney pursuant to state law. The Approved Attorney is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

If the above-named party is an Approved Escrow Provider, the Approved Escrow Provider is in good standing as an approved escrow provider for the Company. An Approved Escrow Provider is not an agent of the Company for purposes of settlement or conducting a closing. The Company will offer to you, at a cost and form pursuant to state law, a Closing Protection Letter through the Company's online Closing Protection Letter issuance program.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bryce Lewis".

Bryce Lewis, Senior Underwriting Counsel

---

LETTER ID: 56217109 Agent 135739.24.72.09

Please direct all correspondence and inquiries to: 601 Riverside Ave.-Jacksonville-FL-32204 Telephone-(800) 586-0031-Fax (866) 871-6771

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

## LANDCASTLE TITLE GROUP, LLC

License Number : W321036

### Resident Insurance License

● 0412 - TITLE INS AGENCY - CORP OR FIRM

### Issue Date

05/04/2016

**Please Note:** A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater  
Chief Financial Officer  
State of Florida

**LANDCASTLE TITLE GROUP, LLC  
CERTIFICATE OF ASSISTANT SECRETARY**

I, the undersigned, am the duly chosen, qualified and elected Assistant Secretary of LandCastle Title Group, LLC, a Florida limited liability company.

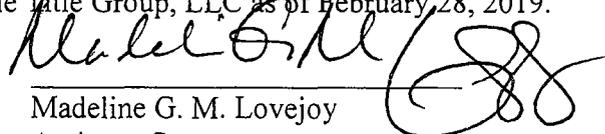
I hereby certify as follows:

1. Fidelity National Financial, Inc. is the indirect parent of LandCastle Title Group, LLC and it is the indirect parent of the three underwriters listed below; LandCastle Title Group, LLC is an affiliate of the three underwriters listed below.
2. Fidelity National Financial, Inc. owns 100% of the membership interest of FNTG Holdings, LLC, a Delaware limited liability company, which owns 100% of the membership interest of FNTS Holdings, LLC, a Delaware limited liability company.
3. FNTS Holdings, LLC owns 100% of the membership interest of:

**LandCastle Title Group, LLC  
a Florida limited liability company 81-1712559**

4. Furthermore, Fidelity National Financial, Inc. owns 100% of the membership interest of FNTG Holdings, LLC, a Delaware limited liability company, which owns 100% of the membership interest of Fidelity National Title Group, Inc., a Delaware corporation
5. Fidelity National Title Group, Inc. owns 100% of the stock of the following title insurance underwriters;  
**Chicago Title Insurance Company, a Florida corporation**  
**Commonwealth Land Title Insurance Company, a Florida corporation**  
**Fidelity National Title Insurance Company, a Florida corporation**
6. LandCastle Title Group, LLC is an affiliate of the above listed underwriters, with the ultimate parent being Fidelity National Financial, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Assistant Secretary on behalf of LandCastle Title Group, LLC as of February 28, 2019.

  
\_\_\_\_\_  
Madeline G. M. Lovejoy  
Assistant Secretary

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ATTACHMENT A  
TITLE COMPANY APPLICATION**

Date: 05/21/2025

Title Company Name: Majesty Title Services, a Division of LandCastle Title Group, LLC

Title Company Address: 4006 S MacDill Avenue, Tampa, FL 33611

1. Number of years in the title business: 16

2. Number of closing's per year: 1,000

Name of Closing Officer(s) (attach a resume for each):

Jason Tillis

Erin Elser

3. Provide Name(s) of National Underwriters:

Chicago Title Insurance Company

4. List address of closing sites and if your company can do off-site closings (at any location).

4006 S MacDill Avenue, Tampa, FL 33611

5. List professional memberships and affiliations (response limited to 1 letter-size page).

6. Letters of indemnification to City of Tampa from your underwriter(s).

7. Attach copy of license from State of Florida.

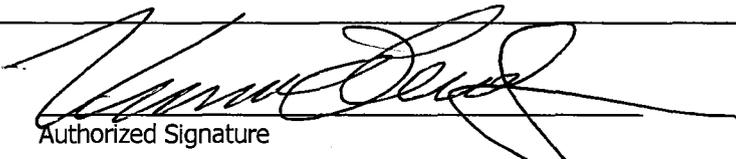
8. Attach a copy of the City of Tampa Women/Minority Business Enterprise and/or Small Local Business Enterprise Certification(s), if applicable.

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Authorized Signature

Vincent J. Cassidy

Type or Print Name



## **General Statement of Experience**

Majesty Title Services, a Division of LandCastle Title Group, LLC is a Title & Settlement Agency and has been licensed to issue title insurance and provide settlement services in Florida since 2006.

***"Our mission is to provide the finest, most innovative title solutions in the industry. We will support our professional clients by helping them grow and expand their businesses while serving the public with integrity. Our expertise and service will differentiate us from the competition."***

We are headquartered at 4006 S. MacDill Avenue Tampa, Florida 33611, with seven satellite branches throughout the state. We have 28 employees on staff, many who have over 20 years of industry experience. Our satellite branches are located in St. Pete Beach, Downtown St. Petersburg, Brandon, Vero Beach, Melbourne, and Riverview. Being part of a title group we now have affiliates located throughout the state of Florida to better serve our customers.

We have significant experience handling properties sold out of foreclosure as well as distressed sales. We work with all major lenders and we are affiliated with and issue title policies on one of the largest underwriters.

We are appropriately licensed, and maintain the required Florida Surety Bond, a \$1,000,000 Fidelity bond, which is well in excess of the state requirement, as well as an E&O Policy for \$10,000,000.

We are winner of the 2011 Greater Tampa Chamber of Commerce Small Business of the Year award, maintain an A+ rating with the Better Business Bureau. Our client satisfaction scores from lenders, realtors, buyers and sellers average in excess of 98%. We understand this business, and we do it well.



### References

Name of Client           Keller Williams  
Address                   3502 Henderson Blvd. Tampa, FL 33609  
Contact Person         Irene Gray  
Telephone               (813) 767-1329  
Email                     [irene@irenegrayhomes.com](mailto:irene@irenegrayhomes.com)  
Date of Service         Ongoing since 2010

Name of Client           Coldwell Banker Residential Real Estate, LLC  
Address                   500 N. Westshore Blvd, Suite 850 Tampa, Florida 33609  
Contact Person         Jennifer Zales  
Telephone               (813) 758-3443  
Email                     [Jennifer@jenniferzales.com](mailto:Jennifer@jenniferzales.com)  
Date of Service         Ongoing since 2006

Name of Client           Grow Financial Federal Credit Union  
Address                   PO Box 89909 Tampa, Florida 33689  
Contact Person         Steve Varley  
Telephone               (813) 937-2451 EXT 2021  
Email                     [Steve.Varley@growfinancial.org](mailto:Steve.Varley@growfinancial.org)  
Date of Service         Ongoing since 2009

Name of Client           M. Ryan Homes, LLC  
Address                   5702 Interbay Blvd. Tampa, Florida 33611  
Contact Person         Marty Ryan  
Telephone               (813) 239-4522  
Email                     [mryan@mryanhomes.com](mailto:mryan@mryanhomes.com)  
Date of Service         Ongoing since 2007



## **Response to the RFQ**

Majesty Title Services, a Division of LandCastle Title Group, LLC has read and understands the qualifications and requirements for Citywide Real Estate Title Services (Re-Bid) RFQ #25-P-00172, dated March 17, 2025 in its entirety.

We understand the needs of the City of Tampa, relative to Title Services depicted in Scope of Services and we are prepared to deliver the services as set forth by this RFQ. Furthermore, we meet the minimum qualification requirements.



## Compensation

### Title Services Fee Schedule

**ATTACHMENT B  
TITLE SERVICES FEE SCHEDULE**

- |    |   |  |
|----|---|--|
| 1. | Title Commitment (\$1,000 Minimum)  | \$ <u>300.00</u>                                 |
|    | Delivery Time   | <u>7-10 Days</u>                                 |
| 2. | Title Policy  | \$ <u>FL Promulgated Rates</u>                   |
|    | Delivery Time   | _____  |
| 3. | Name Search   | \$ _____   |
|    | Delivery Time   | _____  |
| 4. | O & E (Owners & Encumbrances) Report  | \$ <u>30.00</u>                                  |
|    | Delivery Time   | <u>7-10 Days</u>                                 |
| 5. | Closing Fee   | \$ <u>500.00</u>                                 |
|    | Delivery Time   | _____  |
| 6. | Courier Fees, if any  | \$ <u>0</u>                                      |
| 7. | Hourly Rate, if any   | \$ <u>0</u>                                      |
| 8. | For Commercial Transactions that include closing,<br>is negotiation available based upon the "Butler Case"? | Yes <input checked="" type="checkbox"/> No _____ |

Other Services Available, Related Fees and/or Comments (to be listed below or attached):

Municipal Lien Search \$ 150.00

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_



Date: \_\_\_\_\_

5/20/25



## Sub-Contracting Forms

Attached, not applicable









## **Proposer's Affirmation and Declaration**

**Attached**

**RESPONDENT'S AFFIDAVIT AND QUALIFICATION SIGNATURE FORMS**

**RESPONDENT'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared.

Vincent J. Cassidy

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Respondent in the matter at hand, as follows:

1. That the Respondent, if an individual, is of lawful age.
2. That if the Respondent is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Respondent is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Respondent has not submitted a rigged Bid, nor engaged in collusive bidding or collusive bidding arrangement or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Respondent is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid." [See McQuillan, Municipal Corporations, §26.69].
5. That the Respondent is not in arrears to the City of Tampa upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City.
6. That no officer or employee of the City, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the City of Tampa and this Respondent or awarded to this Respondent; nor shall any City officer or employee have any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract or obligation of this Respondent.
7. That, by submitting this bid, the Respondent certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

**FURTHER RESPONDENT SAYETH NOT.**

Respondent: Complete the applicable Acknowledgement for An Individual Acting In His/Her Own Right, A Partnership or A Corporation, according to your firm type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who

is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

Printed, typed or stamped  
Commissioned name of notary public

Printed or typed name of Affiant

**FOR A LIMITED LIABILITY COMPANY (LLC)**

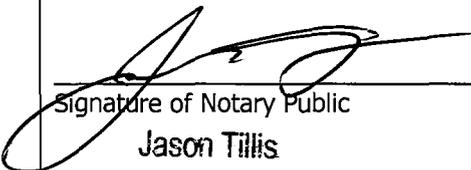
State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 21 day of May 2025, by

is Vincent J Cassidy, President who  
(Title)

of Landcastle Title Group, LLC  
(Corporation Name)

a corporation under the laws of the State of Florida, on behalf of the said entity. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

  
Signature of Notary Public  
Jason Tillis

  
Signature of Affiant

Notary Public  
State of: Florida  
My Commission  
Expires: 8/2/27



JASON TILLIS  
Commission # HH 407601  
Expires August 2, 2027

Jason Tillis

Vincent J. Cassidy  
Printed or typed name of Affiant

Printed, typed or stamped  
Commissioned name of notary public

Printed or typed name of Affiant



## Qualifications Signature Form

Attached

**REQUEST FOR QUALIFICATION SIGNATURE FORM  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

In compliance with this RFQ and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFQ #25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES**, in accordance with the attached signed qualifications, or as mutually agreed upon by subsequent negotiation. This completed Qualification Signature form must be submitted with the Company's application and will become a part of any agreement that may be awarded. This Qualification Signature Form must be signed by an authorized representative as defined **Section 3. Content of Submittals** of this RFQ. **If the Qualification Signature Form is not signed by an authorized representative or submitted with the Title Application, the application shall be considered non-responsive.**

**Please type or print:**

Name of Firm: Majesty Title Services, a Division of LandCastle Title Group, LLC

Address: 4006 S. MacDill Avenue

City: Tampa State: FL Zip: 33611

Contact Person: Vincent J. Cassidy

Telephone No.: 813-574-5090 Fax No.: 813-868-3751 Email: VCassidy@majestytitle.com

Type Organization:       Individual                       Small Business                       Non-Profit  
    Partnership                       Corporation                       Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes    No. License # W321036

State of FL Corporation ID# (from Sec'y of State): FL

State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: 81-1712559

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

**By signing this RFQ the Respondent complies with all of the requirements of the RFQ including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section II. of the GENERAL CONDITIONS.**

Authorized Signature:  Date: 5/21/25



## Letter of Intent

May 21, 2025

Majesty Title Services, LLC,  
a division of LandCastle Title Group, LLC  
4006 S. MacDill Avenue  
Tampa, Florida 33611

RE: RFQ #25-P-00172 for Citywide Real Estate Title Services

Dear Sir/Madam,

Contingent upon our Company being awarded the City of Tampa contract for the above referenced Request for Qualifications, Majesty Title Services, a Division of LandCastle Title Group, LLC will comply with the City's Professional Liability requirement and provide the City of Tampa with an Acord 25 Certificate from the Company's Insurance Company within ten (10) calendar days from notice of intent to award by the City.

The Company understands if the Professional Liability Insurance is not obtained, the Company will be considered non-responsive.

Sincerely,



Vincent J. Cassidy, Vice President

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

**The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

**A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

**B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

**C. Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

**D. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

**Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.**

**ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

**ADDITIONAL INSURED** - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm 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 Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days’ notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm’s receipt from its insurer of any notices of same. If any policy’s aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City’s notice (or Award contact) address as stated in the Agreement with a copy to the following:  Hanna City Center Building, Purchasing Department, 2<sup>ND</sup> Floor, 2555 East Hanna Avenue, Tampa, Florida 33610  
 Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096????? Need Purchasing to check this statement to see if still valid. \_\_\_\_\_

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least thirty (30) days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors’ acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

**CLAIMS MADE** – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

**DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)** – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City’s option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

**PERFORMANCE** – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

**PRIMARY POLICIES** - Firm’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm’s insurance and shall not contribute with it.

**UNAVAILABILITY** – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

**REVISED 3/13/2020**



## ALTA Best Practices and Service Provider Compliance Summary

Fidelity National Title Group (FNTG) is a member of the Fidelity National Financial (NYSE:FNF) family of companies and through its subsidiaries' brands – including, Fidelity National Title, Chicago Title, Commonwealth Land Title, Alamo Title, Lawyers Title, and Ticor Title – is the nation's leading provider of title insurance and escrow services.

To assist FNF's lender customers with their service provider due diligence and oversight obligations, FNF provides this ALTA Best Practices and Service Provider Compliance Summary to describe the policies, controls, and procedures in effect at FNF's direct title and escrow operations. These policies, controls and procedures meet or exceed all of the ALTA Title Insurance and Settlement Company Best Practices and address other lender oversight requirements and expectations.

### ALTA Best Practices Compliance Information

#### **ALTA Best Practice 1: Establish and maintain current License(s) as required to conduct the business of title insurance and settlement services.**

FNF's title insurance underwriters and wholly owned title agency subsidiaries are authorized by applicable state insurance law and/or regulation to issue title insurance policies in each state where they do business. The applicable license information or copy of the license for each FNF direct operation you work with is available on request.

#### **ALTA Best Practice 2: Adopt and maintain appropriate written procedures and controls for Escrow Trust Accounts allowing for electronic verification of reconciliation.**

All FNF's direct closing and escrow operations maintain separate escrow and operating accounts. Receipts and disbursements are two-way reconciled on a daily basis and three-way reconciliations containing trial balance reports, reflecting outstanding file balances, are monthly reconciled and reviewed by management.

Safeguards are in place for FNF bank accounts, including positive pay, Automated Clearing House blocks and dual controls for checks and wire transfers. Training is conducted for those employees involved with settlement services, and only authorized employees have access to FNF's escrow trust accounts.

FNF maintains a background investigation policy to ensure that all individuals being considered for employment have a thorough criminal background check prior to being hired. FNF refreshes background checks for each employee every three years.

FNF has written procedures regarding the processing of wire transfers, and FNF's Audit Services Department is responsible for auditing the FNF operations for compliance with these procedures. For outgoing wires, an escrow officer must verbally verify, via a known, trusted telephone number for the account holder, (i) any changes to disbursement instructions; and/or (ii) outgoing wires over a certain amount. To educate real estate buyers about the risk of wire fraud, FNF has developed a "Wire Safe Wire Fraud Alert" form along with procedures that require FNF's direct closing and escrow operations to send the Wire Safe form to the buyer upon receipt of a new order.

FNF has established Wire Fraud Procedures, which align with the ALTA Rapid Response Plan and are reviewed on a regular basis and updated as appropriate. The Wire Fraud Procedures instruct FNF's direct operations and escrow operations on how to respond if an attempted or successful wire diversion occurs in a real estate transaction.

#### **ALTA Best Practice 3: Adopt and maintain a written privacy and information security program to protect Non-public Personal Information as required by local, state, and federal law.**

FNF is committed to maintaining the confidentiality and security of customer non-public information; it is FNF's policy to protect and secure non-public information from unauthorized access and use.

FNF has established a Privacy Program, including a Privacy Policy and Privacy Incident Response Plan, which require that all employees protect personal and restricted information from unauthorized access and disclosure and that employees follow Company protocol for immediate reporting of a suspected incident. All FNF employees must

complete privacy training and acknowledge the Company's Privacy Policy annually. To comply with the California Consumer Privacy Act and other similar state privacy laws, FNF maintains an online consumer privacy portal, designed to facilitate consumer privacy requests and other privacy-related questions from customers. FNF has established an Information Security Program, including an Information Security Policy and suite of additional security policies designed to protect the confidentiality and security of Company and customer non-public information. FNF stakeholders review FNF policies and procedures annually and periodically perform assessments to confirm the effectiveness of this Information Security Program. FNF has established a data classification policy and guidelines to define the process and outline the procedure for classification of data within FNF so that protections appropriate to the data's sensitivity are applied.

FNF has a Record Retention and Information Management Policy and a Clean Desk Policy, which outline FNF's expectations of all employees in the handling of information in any form. The policy objectives are FNF's maintenance of its records in compliance with legal and business requirements; compliance with and enforcement of legal holds; and protection of the confidentiality of Company and customer information.

The Information Security Program also includes Remote Access and Identity and Access Management standards designed to limit accessibility to FNF's systems and applications to only authorized individuals. These policies require multi-factor authentication for all remote and publicly accessible applications containing non-public information.

FNF has also established a Security Incident Response Plan, which directs FNF's responsive actions in the event of a security incident. The Security Incident Response Plan requires FNF's Information Security team to track and report security incidents using an industry-leading practice ITSM Tool. The Security Incident Response Plan, together with the Information Security Policy, include documented procedures for identifying and escalating security incidents. FNF's Corporate Compliance and Legal teams assemble and maintain contact information for reporting security incidents to the appropriate legal, regulatory, and consumer constituencies when required by law or regulation.

**ALTA Best Practice 4: Adopt standard real estate settlement procedures and policies that help ensure compliance with Federal and State Consumer Financial Laws as applicable to the Settlement process.**

FNF complies with all state and federal laws related to real estate settlement procedures. For all settlement services, FNF's procedures direct: (i) the original documents will be submitted for recording within two business days of loan disbursement; (ii) e-Recording will be used where available and practical; and (iii) all operations have controls in place so that consumers are charged the proper rate or fee for the services provided.

FNF maintains a regulatory monitoring and change management process, which regularly monitors for changes to federal and state laws and regulations which impact the Company's business, title insurance products and escrow services. FNF's Compliance department notifies appropriate FNF stakeholders of changes to state and federal laws and regulations to facilitate compliance of FNF's operations with the laws and regulations applicable to them. Title insurance premiums and fees have been filed with the states where required, and training and monitoring are in place so that correct premium and fees are used in each transaction.

**ALTA Best Practice 5: Adopt and maintain written procedures related to title policy production, delivery, reporting and premium remittance.**

FNF requires that each direct operation issue title insurance policies to its customers in no more than 30 days, subject to all conditions of the title insurance commitment having been addressed and satisfied. FNF also provides guidelines to its operations on setting title policy production goals and preventing policy backlogs.

**ALTA Best Practice 6: Maintain appropriate professional liability insurance and fidelity coverage.**

FNF maintains errors & omissions insurance, cyber liability insurance, and fidelity and computer crime insurance coverage for all locations, operations, and subsidiaries, in amounts of at least \$10 million per claim or loss, as well as all required surety bonds for each subsidiary title agency in the forms and amounts directed by the pertinent licensing bodies.

**ALTA Best Practice 7: Adopt and maintain written procedures for resolving consumer complaints.**

FNF has a Consumer Complaint Policy to assure FNF responds to all consumer complaints in an effective and consistent manner in accordance with all applicable federal and state laws, regulations, and agency guidelines.

**Additional Information Regarding Service Provider Oversight Matters**

In addition to the ALTA Best Practices, FNF provides the following additional information related to lender oversight of settlement agent service providers:

**Audited Financial Statements.**

The current Annual Report to Shareholders of Fidelity National Financial, Inc. includes consolidated audited financial statements issued by FNF's independent auditor which is available on the FNF website, [www.fnf.com](http://www.fnf.com), on the INVESTOR INFO page or at <https://www.investor.fnf.com/financial-information/quarterly-results>. The most recent 10-K filing with the Securities and Exchange Commission (SEC) and other detailed financial information is available at the same URL.

**Legal / Regulatory Monitoring.**

FNF's Corporate Compliance Department uses a customized database that identifies, tracks, monitors, and reports on state and federal legislative and regulatory developments relating to a variety of issues relevant to our industry and business. Within each jurisdiction in which FNF operates, FNF has staff attorneys who are responsible for reporting on legislative and regulatory issues in that jurisdiction. At the national level, FNF is a member of the State Legislative/Regulator Action Committee as well as the Government Affairs Committee of the American Land Title Association to ensure FNF is aware of and participates in the industry response to latest legislative activity.

**OFAC Compliance.**

FNF has established internal procedures for title and escrow operations to comply with the mandates of Executive Order 13224 issued September 23, 2001 and as implemented by the Office of Foreign Assets Control (OFAC), which includes not conducting business of any kind with targeted foreign countries and regimes or with entities and individuals identified on the Specially Designated Nationals and Consolidated Sanctions Lists maintained by OFAC.

**Code of Business Conduct and Ethics.**

FNF has implemented and effectively communicates its comprehensive Code of Business Conduct and Ethics, which is available on the FNF website, [www.fnf.com](http://www.fnf.com), or on the INVESTOR INFO page or at <https://www.investor.fnf.com/corporate-governance/governance-documents>. The Code informs employees of the Company and its subsidiaries of the Company's expectation that employees conduct business on behalf of FNF legally, honestly, and ethically. The Code contains the proper steps each employee must take should the employee suspect or detect fraud, including contacting FNF's Compliance and Ethics Hotline to report the suspicion or detection. The Code also requires employees to protect FNF's customer's personal financial information; addresses each employee's responsibility for compliance with state and federal regulations; and provides information, tools, and resources for employees to make ethical decisions.

**Business Continuity.**

FNF has implemented business continuity procedures in the event of a disruption with the objective of ensuring uninterrupted availability of all key business and technology resources required to support essential business activities. The approach involves identifying preventative treatments for continuity risks that can be routinely managed and developing an organization-wide business continuity program to deal with the consequences should the preventative treatments fail. Business continuity plans and technology recovery plans are tested to ensure that the company can respond to unplanned interruptions to normal business activity.

**Training.**

FNF has established several training requirements for its employees, including: (i) annual corporate compliance training that all employees are required to complete, such as a course on the Code of Business Conduct and Ethics, and acknowledgement of several additional compliance policies, including the Record Retention and Information Management Policy, Privacy Policy, and Clean Desk Policy; (ii) job-specific training based on the employee's roles and responsibilities; (iii) ten hours of relevant training every two years for all employees with escrow responsibilities (this training is updated each year, and includes both live training events and web-based training); (iv) issuance of technical memorandums and monthly newsletters to employees with escrow responsibilities to bring relevant matters to their attention; and (v) employees with international responsibilities are annually required to take an anti-bribery course and all employees must acknowledge FNF's Anti-Corruption Policy.

**Revision History**

<b>Date of Revision</b>	<b>Revision Author</b>	<b>Brief Revision Description</b>
1/24/2019	All Stakeholders	Annual Review
12/13/2019	All Stakeholders	Modification to updated Best Practices
1/1/2020	Chad J. Zimmerman	Final Approval
1/7/2021	All Stakeholders	Annual Review
1/7/2021	Chad J. Zimmerman	Final Approval
1/4/2022	All Stakeholders	Annual Review
1/5/2022	Chad J. Zimmerman	Final Approval
12/16/2022	All Stakeholders	Annual Review - Minor Updates
1/3/2023	Chad J. Zimmerman	Final Approval
12/18/2023	All Stakeholders	Annual Review - Minor Updates
1/2/2024	Chad J. Zimmerman	Final Approval

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

**Public Entity Crimes**

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

**E-Verify**

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with

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the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking**

- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

**Compliance with Foreign Countries of Concern**

- 12. Affiant, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: 5/21/25

(Affiant) Signed: 

Entity: Land Castle Taste Group LLC

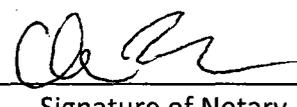
Name: Jason Tillis

Title: Auth. Signer

STATE OF Florida  
COUNTY OF Hillborough

SWORN to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 21 day of May, 2025 by Jason Tillis, as Auth Signer, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL/STAMP]

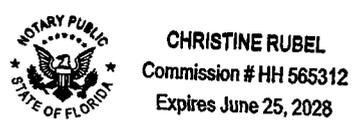


Signature of Notary  
Name: Christine Rubel

(Print or Type Name)

Notary Public: State of Florida

My Commission Expires \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>NAIC #</b> 19682 <b>INSURER B:</b> Twin City Fire Insurance Company      29459 <b>INSURER C:</b> Hartford Accident and Indemnity Company      22357 <b>INSURER D:</b> Allianz Global Risks US Insurance Company      35300 <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Majesty Title Services, a Division of Landcastle Title Group LLC Attn: Fidelity National Financial Inc. Risk Mgmt 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204		

**COVERAGES**      **CERTIFICATE NUMBER: W41833752**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Host Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	20 CSE C90929	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage is	Y	Y	20 CSE C90930	11/15/2025	11/15/2026	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	20HV6BU5JL2	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20 WN C90926	11/15/2025	11/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Bldgs/BPP/BI</b> Special with Quake/Flood Property Quota Share			USP00064125	11/15/2025	11/15/2026	Limit: \$200,000,000 Replacement Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

The City of Tampa, Florida Hanna City Center Building Purchasing Department, 2nd Floor 2555 East Hannah Avenue Tampa, FL 33610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Majesty Title Services, a Division of Landcastle Title Group LLC Attn: Fidelity National Financial Inc. Risk Mgmt 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

All Effective 11/15/25-11/15/26  
 Carrier: Allianz, Pol Num: USP00064125,Limit: \$45Mpo\$200M  
 Carrier: Ace American, Pol Num: CX D37839000 015,Limit: \$40Mpo\$200M  
 Carrier: Hartford Fire, Pol Num: 20UFLEH9386,Limit: \$40Mpo\$200M  
 Carrier: Gemini, Pol Num: B0801924901,Limit: \$25Mpo\$200M  
 Carrier: Columbia Casualty, Pol Num: RMP7035047282,Lmt: \$20Mpo\$200M  
 Carrier: IRONSHORE, Pol Num: 1000682831-02, Limit: \$20Mpo\$200M  
 Carrier: Canopius, Pol Num: CUS74000036-01,Limit:\$10Mpo\$200M

The City of Tampa, Florida its elected officials, departments, officers, officials, and employees are included as Additional Insured as respects to General Liability as required by written contract, Umbrella/Excess Liability and Automobile Liability.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability as required by written contract, Umbrella/Excess Liability, Automobile Liability, and Workers Compensation as permitted by law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Discrimination Or Humiliation**

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

### a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

### c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal and Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

###### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

###### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

###### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

###### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

###### (5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

###### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

###### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

##### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

### a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

## b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment-Related Practices" means:
- a. Refusal to employ a person;
  - b. Termination of a person's employment; or
  - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

    - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 20 WN C90926

**Endorsement Number:**

**Effective Date:** 11/15/2025 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** FIDELITY NATIONAL FINANCIAL, INC.  
601 RIVERSIDE AVENUE, BUILDING 5  
JACKSONVILLE, FL 32204

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

*Suear, S. Castaneda*

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

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FIDELITY NATIONAL FINANCIAL, INC.  
601 RIVERSIDE AVENUE, BUILDING 5  
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If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



City of Tampa  
Purchasing

DeAnna Faggart, Director  
2555 E Hanna Ave, Tampa, FL 33610

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**[PRIORITY TITLE OF FLORIDA, LLC] RESPONSE DOCUMENT REPORT**

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

RESPONSE DEADLINE: June 3, 2025 at 1:30 pm

Report Generated: Friday, August 29, 2025

**Priority Title of Florida, LLC Response**

**CONTACT INFORMATION**

**Company:**

Priority Title of Florida, LLC

**Email:**

docs@ptflorida.com

**Contact:**

LaShawn Mouling

**Address:**

1123 Marbella Plaza Drive  
Tampa, FL 33619

**Phone:**

(813) 363-4346

**Website:**

[www.ptflorida.com](http://www.ptflorida.com)

**Submission Date:**

Apr 11, 2025 11:19 AM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Apr 24, 2025 8:43 AM by LaShawn Mouling*

Addendum #2

*Confirmed May 14, 2025 9:31 AM by LaShawn Mouling*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

*Pass*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

**(Do not upload cost information in here)**

1.pdf

### 2. Separate Cost Proposal\*

*Pass*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

16.pdf

### 3. Proposer's Affidavit Form Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.\*\*\*

*Pass*

Yes

4. **Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF COMPLIANCE \(1\)...](#)

4.pdf

5. **Authorized Representative's Information\* Please include the following information regarding your Authorized Representative: Name Title Mailing Address Telephone Number and Email Address\*\*\***

*Pass*

Name

Title

Mailing Address

Telephone Number

Email Address

Name: LaShawn Mouling

Title: Managing Member

Mailing Address: 1123 Marbella Plaza Drive Tampa, FL 33619

Telephone Number: 813-363-4346

Email Address: docs@ptflorida.com

6. **Type of Organization\*\*\*\***

*Pass*

How is your business organized?

LLC

**7. Business License\*\*\*\***

*Pass*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER\*\*\*\*

*Pass*

Enter your Florida Business License Number here.

E114897

**8. Please provide your name as listed with Sunbiz.\*\*\*\***

*Pass*

Priority Title of Florida, LLC

**9. Sub-Contracting Submittals\*\***

*Pass*

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.**

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20 \(2\).pdf](#)

9.pdf

#### **10. Sub-Contractors\*\***

*Pass*

Will you be using Sub-Contractors?

No

#### **11. Public Record Declaration or Claim of Exemption\*\*\*\***

*Pass*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section

119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

No

**12. Conflict(s) of Interest\*\*\*\***

*Pass*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

**13. Response to Proposal\*\*\*\***

*Pass*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).

It is our understanding that we will provide title work and a variety of services including but not limited to placing mortgages on real property. The services include interim title binders, owners and encumbrance reports, title insurance, property information reports, name searches, and all closing functions. Each of the services will be provided in a timely and professional manner. We understand that some mortgages will be for local lenders, but most will be provided by either federal, state or city funds that require special or specific mortgage instructions and requirements to be followed.

We will provide all closing functions within our office and provide off-site closings within Hillsborough County and utilize National Underwriters. We understand in the event of title services required for the purchase of land by the city, the seller may have the option to specify Priority Title of Florida to provide the services.

With the request for services by the City Department, we shall provide all necessary resources to diligently pursue the assigned activities within the schedule provided by the City's User Department.

During the life of the award, we will maintain and provide the City with our most current insurance certificate available.

As years past we are committed to providing world class service.

#### **14. PROPOSER'S AFFIDAVIT\*\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit \(1\).pdf](#)

14.pdf

#### **15. ATTACHMENT A\*\***

*Pass*

Please upload completed Attachment A

15.pdf

**16. ATTACHMENT B\*\***

*Pass*

Please upload completed Attachment B

16.pdf

**17. ATTACHMENT C\*\***

*Pass*

Please upload completed Attachment C

17.pdf

**18. Proposal Confirmation\*\*\*\***

*Pass*

**By clicking Confirm below, the Proposer complies with all of the requirements of the RFQ package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".**

**NOTE:** When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Confirmed

**19. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\***

*Pass*

Confirmed

**RESPONDENT'S AFFIDAVIT AND QUALIFICATION SIGNATURE FORMS**

**RESPONDENT'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared.

**Priority Title of Florida, LLC**

---

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Respondent in the matter at hand, as follows:

1. That the Respondent, if an individual, is of lawful age.
2. That if the Respondent is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Respondent is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Respondent has not submitted a rigged Bid, nor engaged in collusive bidding or collusive bidding arrangement or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Respondent is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid." [See McQuillan, Municipal Corporations, §26.69].
5. That the Respondent is not in arrears to the City of Tampa upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City.
6. That no officer or employee of the City, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the City of Tampa and this Respondent or awarded to this Respondent; nor shall any City officer or employee have any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract or obligation of this Respondent.
7. That, by submitting this bid, the Respondent certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

**FURTHER RESPONDENT SAYETH NOT.**

Respondent: Complete the applicable Acknowledgement for An Individual Acting In His/Her Own Right, A Partnership or A Corporation, according to your firm type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who

is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A LIMITED LIABILITY COMPANY (LLC)**

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 9th day of April 2025, by **LaShawn Mouling**

who is **Managing Member**  
(Title)

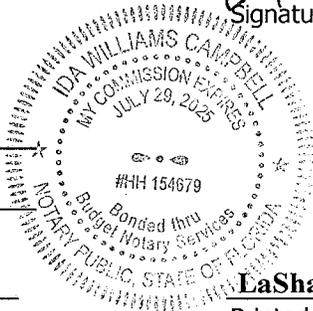
of **Priority Title of Florida, LLC**  
(Corporation Name)

a corporation under the laws of the State of **Florida**, on behalf of the said entity. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

*Ida Williams Campbell*  
Signature of Notary Public

*LaShawn Mouling*  
Signature of Affiant

Notary Public  
State of: **Florida**  
My Commission  
Expires: **07/29/2025**



**Ida Williams Campbell**  
Printed, typed or stamped  
Commissioned name of notary public

**LaShawn Mouling**  
Printed or typed name of Affiant

**REQUEST FOR QUALIFICATION SIGNATURE FORM  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

In compliance with this RFQ and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFQ #25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES**, in accordance with the attached signed qualifications, or as mutually agreed upon by subsequent negotiation. This completed Qualification Signature form must be submitted with the Company's application and will become a part of any agreement that may be awarded. This Qualification Signature Form must be signed by an authorized representative as defined **Section 3. Content of Submittals** of this RFQ. **If the Qualification Signature Form is not signed by an authorized representative or submitted with the Title Application, the application shall be considered non-responsive.**

**Please type or print:**

Name of Firm: Priority Title of Florida, LLC

Address: 1123 Marbella Plaza Drive

City: Tampa State: FL Zip: 33619

Contact Person: LaShawn Mouling

Telephone No.: 813-671-0774 ext 101 Fax No.: 813-671-0728 Email: docs@ptflorida.com

Type Organization:     Individual                     Small Business             Non-Profit  
                                  Partnership                     Corporation                 Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes     No. License # E114897

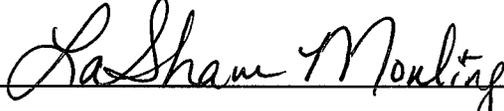
State of FL Corporation ID# (from Sec'y of State): L04000021647

State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: 42-1623400

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

**By signing this RFQ the Respondent complies with all of the requirements of the RFQ including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section II. of the GENERAL CONDITIONS.**

Authorized Signature:  Date: 04/09/2025



**City of Tampa  
Official Letter of Intent**

(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

**Bid/Proposal/Contract Number:** 25-P-00172

**Bid/Proposal/Contract Name:** CITYWIDE REAL ESTATE TITLE SERVICES

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: Priority Title of Florida, LLC  
Address: 1123 Marbella Plaza Drive Tampa, FL 33619

Contact Person: LaShawn Mouling  
Telephone: 813-671-0774 ext 101 Fax: 813-671-0728  
Email: docs@ptflorida.com

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: Priority Title of Florida, LLC  
Address: 1123 Marbella Plaza Drive Tampa, FL 33619

Contract Person: LaShawn Mouling  
Telephone: 813-671-0774 ext 101 Fax: 813-671-0728  
Email: docs@ptflorida.com

**C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. Cost of work to be performed by WMBE/SLBE:** \_\_\_\_\_

**E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount:** 100%

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: LaShawn Mouling Date: 04/09/2025  
Signature and Title Managing Member

WMBE/SLBE Firm: LaShawn Mouling Date: 04/09/2025  
Signature and Title Managing Member



## AUTHORIZED AGENT OF OLD REPUBLIC TITLE

DATE: 4/9/2025 7:43:50 PM  
AGENT NAME: PRIORITY TITLE OF FLORIDA LLC

AGENT ADDRESS: 1123 MARBELLA PLAZA DRIVE  
TAMPA, FL 33619

AGENT NUMBER: B09643



PLEASE BE ADVISED that as of the above date, the above-named agent is in good standing with Old Republic Title (hereinafter referred to as an "Authorized Agent"). As an Authorized Agent, the above-named agent is duly appointed and is authorized to issue policies of title insurance on behalf of Old Republic Title. The above-named agent is also authorized to conduct settlement services in connection with transactions where policies of title insurance are issued on behalf of Old Republic Title.

In addition, when a closing protection letter is issued, Old Republic Title provides indemnification for the actions of an Authorized Agent in connection with those settlement services to the extent described in the closing protection letter issued to an insured for the specific transaction for which a policy of title insurance is issued.

To confirm the status of an Authorized Agent after the date of this letter, you should utilize our real-time title agency validation site: <https://agentstanding.oldrepublictitle.com/Agent/VerifyByRefNum>.

If you have any questions, please contact your local agency representative.

Thank you for supporting Old Republic Title and our agents!

Carolyn Monroe  
President



Florida Department of Financial Services

**PRIORITY TITLE OF FLORIDA LLC**

1123 MARBELLA PLAZA DRIVE  
TAMPA FL 33619

Is hereby recognized as a

**0412 - LICENSED TITLE INSURANCE AGENCY**

License # **E114897** Issued **MAY 17, 2004**

For having fulfilled the requirements of Florida  
Law regarding this license classification.



**CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA**

# Florida Department of Financial Services

**PLEASE NOTE:**

PURSUANT TO SECTION 626.0428, FLORIDA STATUTES, THIS AGENCY LOCATION SHALL BE IN THE ACTIVE FULL-TIME CHARGE OF A LICENSED AND APPOINTED AGENT HOLDING THE REQUIRED AGENT LICENSES TO TRANSACT THE LINES OF INSURANCE BEING HANDLED AT THIS LOCATION.

PURSUANT TO SUBSECTION 626.172(4), FLORIDA STATUTES, EACH AGENCY LOCATION MUST DISPLAY THE LICENSE PROMINENTLY IN A MANNER THAT MAKES IT CLEARLY VISIBLE TO ANY CUSTOMER OR POTENTIAL CUSTOMER WHO ENTERS THE AGENCY LOCATION.



**CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA**

Florida Department of Financial Services

**LASHAWN R MOULING**

1123 MARBELLA PLAZA DRIVE  
TAMPA FL 33619

Is hereby recognized as a

**0410 - TITLE INSURANCE AGENT**

License # **E071059** Issued **MARCH 5, 2009**

For having fulfilled the requirements of Florida Law regarding this license classification.



**CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA**

# Florida Department of Financial Services

**PLEASE NOTE:**

A LICENSEE MAY ONLY TRANSACT INSURANCE WITH AN ACTIVE APPOINTMENT BY AN ELIGIBLE INSURER OR EMPLOYER. IF YOU ARE ACTING AS A SURPLUS LINES AGENT, PUBLIC ADJUSTER, OR REINSURANCE INTERMEDIARY MANAGER/BROKER, YOU SHOULD HAVE AN APPOINTMENT RECORDED IN YOUR OWN NAME ON FILE WITH THE DEPARTMENT. IF YOU ARE UNSURE OF YOUR LICENSE STATUS YOU SHOULD CONTACT THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES IMMEDIATELY. THIS LICENSE WILL EXPIRE IF MORE THAN 48 MONTHS ELAPSE WITHOUT AN APPOINTMENT FOR EACH CLASS OF INSURANCE LISTED. IF SUCH EXPIRATION OCCURS, THE INDIVIDUAL WILL BE REQUIRED TO REQUALIFY AS A FIRST-TIME APPLICANT. IF THIS LICENSE WAS OBTAINED BY PASSING A LICENSURE EXAMINATION OFFERED BY THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, THE LICENSEE IS REQUIRED TO COMPLY WITH CONTINUING EDUCATION REQUIREMENTS CONTAINED IN 626.2815 OR 648.385, FLORIDA STATUTES. A LICENSEE MAY TRACK THEIR CONTINUING EDUCATION REQUIREMENTS COMPLETED OR NEEDED IN THEIR MYPROFILE ACCOUNT AT [HTTPS://DIFE.FLDFS.COM](https://dife.fldfs.com). TO VALIDATE THE ACCURACY OF THIS LICENSE YOU MAY REVIEW THE INDIVIDUAL LICENSE RECORD UNDER "LICENSEE SEARCH" ON THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES WEBSITE AT [WWW.MYFLORIDACFO.COM/DIVISION/AGENTS](http://WWW.MYFLORIDACFO.COM/DIVISION/AGENTS).



**CHIEF FINANCIAL OFFICER  
STATE OF FLORIDA**

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**IDA WILLIAMS CAMPBELL**

**License Number : E096932**

**Resident Insurance License**

• 0410 - TITLE

**Issue Date**

03/26/2004

**Please Note:**

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dofc.flds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at [www.myfloridacfo.com/division/legents](http://www.myfloridacfo.com/division/legents).

Jimmy Patronis  
Chief Financial Officer  
State of Florida





## Minority and Small Business Development

### Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

### Priority Title of Florida

is hereby certified as a

### Minority Business Enterprise (MBE)

In the following specialty(ies)

Escrow and Title Services

The certification is valid from May 15, 2024 to May 22, 2026

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at any time it determines eligibility requirements are not being met.

A handwritten signature in black ink, appearing to read 'Gregory K. Hart'.

Gregory K. Hart, Manager  
Minority and Small Business Manager



## **Minority and Small Business Development**

### **Certification Program**

This is to certify that in accordance with City of Tampa Ordinance 2008-89

### **Priority Title of Florida**

is hereby certified as a

### **Small Local Business Enterprise (SLBE)**

In the following specialty(ies)

**Escrow and Title Services**

**The certification is valid from May 15, 2024 to May 22, 2026**

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

**Gregory K. Hart, Manager**  
**Minority and Small Business Manager**

**LaShawn Rhea Mouling**  
**1112 Fennel Green Drive Seffner, Florida 33584**  
(813) 363-4346 ~ [lashawnisadjusting@gmail.com](mailto:lashawnisadjusting@gmail.com)

## EDUCATION

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University of South Florida August 2002  
B.S., Management Information Systems 3.72 GPA  
Overall 3.00 GPA

## PROFESSIONAL EXPERIENCE

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**Eberl Claims Service** November 2017-April 2019

**Inside Property Adjuster (Cat/Daily/Large Loss)**  
Interprets and applied policy coverage  
Communicates policy coverage with insured  
Investigates and documents cause of loss  
Create, review, and approves estimates using Xactimate  
Identifies and investigates questionable and possible fraud  
Water Mitigation  
Supplement Claims  
Issued Payments  
Settle and Close Claims  
Mobile Home

**ASAP Auto Shipping** June 2004-Present

**Auto Transportation Broker**  
Facilitate Relocation Moves  
Dealer to Dealer Trade and Logistics  
Conflict Resolution  
Inbound and Outbound Calling  
Sales and Marketing

**Project Manager**  
Oversee project budget and time line

**Priority Title of Florida** January 2009-Present

**Licensed Title Agent**  
Title Research and Review  
Issued Title Insurance Policies  
Facilitate Closing  
File and Record Documents  
Escrow Reconciliation

**Manager**  
Supervisory Duties

**Turn-Key General Contracting** September 2005-Present

**Certified General Contractor CGC1509709**  
  
Build Spec Home from ground to Purchase  
Renovations  
Project Management  
Estimating

**Hillsborough County School District** August 2005-July 2006

**Network Administrator**  
Install Network and Computer Systems  
Maintain, Repair and Upgrade Network and Computer Systems  
Maintain Domains  
Train End Users

## LICENSURES

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410 Florida Title  
214 Florida Life and Variable Annuity

Florida Certified General Contractor  
Notary

## INDEPENDENT ADJUSTER LICENSES

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Alabama	Kentucky	North Carolina
Alaska	Louisiana	Oklahoma
Arizona	Maine	Oregon
Arkansas	Michigan	Rhode Island
Connecticut	Minnesota	South Carolina
Delaware	Mississippi	Texas
Florida	Montana	Utah
Georgia	Nevada	Vermont
Hawaii	New Hampshire	Washington
Idaho	New Mexico	West Virginia
Indiana	New York	Wyoming

## CERTIFICATIONS

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Xactimate 28 Certification Level 1  
A+ Certified  
Tower Hill Certification  
Citizens Property-Louisiana

State Farm Auto Certification  
State Farm Fire Certification  
Citizens Property-Florida  
Liberty Mutual/Safeco

## TECHNOLOGY EXPERIENCE/SKILLS

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Windows 10  
Microsoft Access, Excel, Word, PowerPoint, Outlook,  
OneNote

SQL  
C++  
Visual Basics

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

**Public Entity Crimes**

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

**E-Verify**

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with

the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking**

- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

**Compliance with Foreign Countries of Concern**

- 12. Affiant, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: 04/09/2025

(Affiant) Signed: \_\_\_\_\_

Entity: Priority Title of Florida, LLC

Name: LaShawn Mouling

Title: Managing Member

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

SWORN to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 9th day of April, 2025, by LaShawn Mouling, as Managing Member, who is personally known to me or who has produced a Driver License as identification.

[AFFIX NOTARY SEAL/STAMP]

*Ida Williams Campbell*

Signature of Notary

Name: Ida Williams Campbell

(Print or Type Name)

Notary Public: State of Florida

My Commission Expires 07/29/2025



#VDT8QQYV0D2EO7V1





**Page 2 of 4 DMI – Solicited/Utilized**  
**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form**  
**(Form MBD-10)**

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts when Goal has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.





## Page 4 of 4 DMI – Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

**This form must be submitted with all bids or proposals. All subcontractors projected to be utilized must be included on this form.**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.

The following instructions are for information of Any and All subcontractors to be utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs)
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



# City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments

[ ] Partial [ ] Final

(FORM MBD-30)

Contract No.: **25-P-00172** Contract Name: **CITYWIDE REAL ESTATE TITLE SERVICES RFQ #**

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier			Amount Pending Previously Reported	Sub Pay Period Ending Date
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

DMI form 30 (rev. 10/01/12)

**Note: Detailed Instructions for completing this form are on the next page**

## PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

**LaShawn Mouling**

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

## FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

## FOR AN ENTITY

State of FLORIDA  
County of HILLSBOROUGH

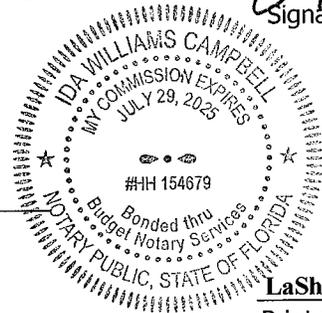
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 9th day of April, 2025, by LaShawn Mouling, as Managing Member, of Priority Title of Florida, LLC a  Partnership,  Joint Venture,  Corporation,  Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: Driver License

Ida Williams Campbell  
Signature of Notary Public

LaShawn Mouling  
Signature of Affiant

Notary Public  
State of: FLORIDA  
My Commission  
Expires: 07/29/2025



Ida Williams Campbell  
Printed, typed, or stamped  
Commissioned name of notary public

LaShawn Mouling  
Printed or typed name of Affiant

**ATTACHMENT A  
TITLE COMPANY APPLICATION**

Date: 04/09/2025

Title Company Name: Priority Title of Florida, LLC

Title Company Address: 1123 Marbella Plaza Drive Tampa, FL 33619

1. Number of years in the title business: 21 years

2. Number of closing's per year: 150

Name of Closing Officer(s) (attach a resume for each):

Ida Williams Campbell

LaShawn Rhea Mouling

3. Provide Name(s) of National Underwriters:

Old Republic National Title Insurance Company

4. List address of closing sites and if your company can do off-site closings (at any location).

1123 Marbella Plaza Drive Tampa, FL 33619

5. List professional memberships and affiliations (response limited to 1 letter-size page).

6. Letters of indemnification to City of Tampa from your underwriter(s).

7. Attach copy of license from State of Florida.

8. Attach a copy of the City of Tampa Women/Minority Business Enterprise and/or Small Local Business Enterprise Certification(s), if applicable.

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Authorized Signature

LaShawn Mouling  
Type or Print Name

**ATTACHMENT B  
TITLE SERVICES FEE SCHEDULE**

- |    |   |   |
|----|---|---|
| 1. | Title Commitment (\$1,000 Minimum)<br>Delivery Time   | <u>\$ 200 (\$150.00 + \$50 Technology Fee)</u><br><u>5 Business Days</u>    |
| 2. | Title Policy<br>Delivery Time   | <u>\$ Standard Florida Promulgated</u><br><u>withing 30 days of closing</u> |
| 3. | Name Search<br>Delivery Time  | <u>\$ 200 (\$150.00 + \$50 Technology Fee)</u><br><u>5 Business Days</u>    |
| 4. | O & E (Owners & Encumbrances) Report<br>Delivery Time   | <u>\$200.00 (\$150.00+\$50 Technology Fee)</u><br><u>5 Business Days</u>    |
| 5. | Closing Fee<br>Delivery Time  | <u>\$400.00</u><br><u>n/a</u>   |
| 6. | Courier Fees, if any  | <u>\$ 60.00</u>   |
| 7. | Hourly Rate, if any   | <u>\$ n/a</u>   |
| 8. | For Commercial Transactions that include closing,<br>is negotiation available based upon the "Butler Case"? | Yes _____ No <u>X</u>   |

Other Services Available, Related Fees and/or Comments (to be listed below or attached):

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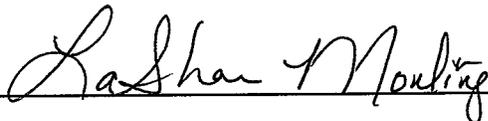
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Authorized Signature:  Date: 04/09/2025

**ATTACHMENT C  
LETTER OF INTENT**

DATE: April 9<sup>th</sup>, 2025

Priority Title of Florida, LLC  
1123 Marbella Plaza Drive  
Tampa, FL 33619

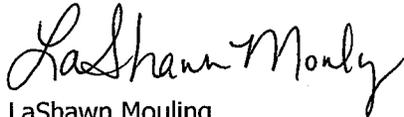
RE: RFQ (**BID #25-P-00172**) FOR CITYWIDE REAL ESTATE TITLE SERVICES

Dear Sir/Madam:

Contingent upon our Company being awarded the City of Tampa (City) contract for the above referenced Request for Qualifications (RFQ), **Priority Title of Florida, LLC** will comply with the City's Professional Liability requirement and provide the City with an Acord 25 Certificate from the Company's Insurance Company within ten (10) calendar days from notice of intent to award by the City.

The Company understands if the Professional Liability Insurance is not obtained, the Company will be considered nonresponsive.

Sincerely,



LaShawn Mouling  
Managing Member  
cc: file



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fearnow Insurance, Inc. P.O. Box 1788  Mango FL 33550	<b>CONTACT NAME:</b> Commercial Team <b>PHONE (A/C, No, Ext):</b> (813)689-8878 <b>FAX (A/C, No):</b> (813)689-6236 <b>E-MAIL ADDRESS:</b> commercial@fearnowins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Berkshire Hathaway Direct Insurance Com</td> <td>10391</td> </tr> <tr> <td>INSURER B: General Star Indemnity Company</td> <td>37362</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkshire Hathaway Direct Insurance Com	10391	INSURER B: General Star Indemnity Company	37362	INSURER C: Travelers Casualty and Surety Co		INSURER D:		INSURER E:		INSURER F:
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INSURER C: Travelers Casualty and Surety Co														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Priority Title of Florida, LLC 1123 Marbella Plaza Drive  Tampa FL 33619														

**COVERAGES**

CERTIFICATE NUMBER: 2025-2026

REVISION NUMBER:

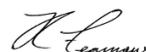
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	N9BP110393	6/3/2025	6/3/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			IJA377392E	6/11/2025	6/11/2026	Aggregate \$1,000,000
C	Crime			108196336	01/15/2025	01/15/2026	Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured on the General Liability with respect to activities of named insured, per terms and conditions of the policy. Waiver of Subrogation applies on the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Tampa 2555 E. Hanna Ave Tampa, FL 33610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE R Fearnow, CIC/TREY 
---	--

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ACORD 25 (2014/01)

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INS025 (201401)



City of Tampa  
Purchasing

DeAnna Faggart, Director  
2555 E Hanna Ave, Tampa, FL 33610

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**[SOUTHLAND TITLE COMPANY] RESPONSE DOCUMENT REPORT**

GEN No. 25-P-00172

Request for Qualification for Citywide Real Estate Title Services

RESPONSE DEADLINE: June 3, 2025 at 1:30 pm

Report Generated: Friday, August 29, 2025

**Southland Title Company Response**

**CONTACT INFORMATION**

**Company:**

Southland Title Company

**Email:**

weathers@southlandtitletampa.com

**Contact:**

Eva WEATHERS

**Address:**

701 N. Westshore Blvd  
Suite 200 - #18  
Tampa, FL 33609

**Phone:**

(813) 879-8882

**Website:**

N/A

**Submission Date:**

Apr 15, 2025 12:04 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Apr 24, 2025 11:22 AM by Eva WEATHERS*

Addendum #2

*Confirmed May 13, 2025 8:40 AM by Eva WEATHERS*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

*Fail*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

**(Do not upload cost information in here)**

SOUTHLAND\_INFORMATION.doc

### 2. Separate Cost Proposal\*

*Fail*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

Pricing\_is\_as\_follows.docx

### 3. Proposer's Affidavit Form Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.\*\*\*

*Pass*

Yes

4. **Affidavit of Compliance Form Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.\*\*\***

*Pass*

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF COMPLIANCE \(1\)...](#)

affidavit\_of\_compliance.pdf

proposer's\_affidavit.pdf

5. **Authorized Representative's Information\* Please include the following information regarding your Authorized Representative:  
Name Title Mailing Address Telephone Number and Email Address\*\*\***

*Pass*

Name

Title

Mailing Address

Telephone Number

Email Address

Eva Diaz Weathers

President

701 N. Westshore Blvd, Suite 200-18, Tampa, FL 33609

813-879-8882

weathers@southlandtitletampa.com

**6. Type of Organization\*\*\*\***

*Pass*

How is your business organized?

Corporation

**7. Business License\*\*\*\***

*Pass*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER\*\*\*\*

*Pass*

Enter your Florida Business License Number here.

#A279289

**8. Please provide your name as listed with Sunbiz.\*\*\*\***

*Pass*

SOUTHLAND TITLE, INC.

**9. Sub-Contracting Submittals\*\***

*Pass*

No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the

Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.**

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20 \(2\).pdf](#)

MBD\_10\_AND\_20.pdf

#### **10. Sub-Contractors\*\***

*Pass*

Will you be using Sub-Contractors?

No

#### **11. Public Record Declaration or Claim of Exemption\*\*\*\***

*Pass*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Yes

EXEMPTION FORM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA\*\*\*\*

*Pass*

By claiming that parts of the proposal are exempt from the public records law, and uploading a redacted copy, the Proposer agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the proposal. The Proposer agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Upload a redacted copy of your submittal.

N/A

## **12. Conflict(s) of Interest\*\*\*\***

*Pass*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

### 13. Response to Proposal\*\*\*\*

*Pass*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).

We are providing title insurance services.

### 14. PROPOSER'S AFFIDAVIT\*\*\*\*

*Pass*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit \(1\).pdf](#)

proposer's\_affidavit.pdf

proposer's\_affidavit.pdf

### 15. ATTACHMENT A\*\*

*Fail*

Please upload completed Attachment A  
affidavit\_of\_compliance.pdf

**16. ATTACHMENT B\*\***

*Fail*

Please upload completed Attachment B  
MBD\_10\_AND\_20.pdf

**17. ATTACHMENT C\*\***

*Fail*

Please upload completed Attachment C  
MBD\_10\_AND\_20.pdf

**18. Proposal Confirmation\*\*\*\***

*Pass*

**By clicking Confirm below, the Proposer complies with all of the requirements of the RFQ package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".**

**NOTE:** When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Confirmed

**19. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\***

*Pass*

Confirmed

## **PERSONAL DATA OF EVA DIAZ WEATHERS**

**Born** in Havana, Cuba and moved to Tampa, Florida the summer of 1950.

**Graduate** of Thomas Jefferson High School in Tampa. I currently have a Real Estate Brokers License in the State of Florida. With exception to the first 6 years of my life, have been a resident of Tampa, Hillsborough County, Florida. You might say a transplanted native.

### **June 1962 – February 1966**

Started in the policy department at Real Estate Title Company on Jackson Street in downtown Tampa and was trained by some of the very best in the business.

### **March 1966 – September 1966**

Went to Stewart Title Company and corrected and improved systems in warehousing loans.

### **October 1966 - May 1969**

Employed by Molton, Allen, & Williams, Incorporated, Florida Regional office. Did processing of loans for Construction Loans for all the state and secretary for J. Robert Sierra, a very well know businessman in Tampa, handled loans out of Fort Walton Beach conventional loans. Did processing of conventional, FHA and VA loans. Worked with all the branch officers in Florida as well as home office in Birmingham.

### **May 1969 – April 1970 – Maternity leave.**

### **September 1972 – until January 1977**

Structured, organized and fully managed Coastal Title Company in Tampa.

### **February 1977 to present.**

Formed Southland Title Company. I am presently representing the majority of all mortgage companies, banks, realtors and individuals throughout the state of Florida.

**We pride ourselves in serving our clients in a professional and responsible manner conducting transactions both in English and Spanish.**

**Resume for Southland Title Incorporated d/b/a Southland Title Company**

**Southland Title has been in business since February 1977, until the present time.**

**Our underwriter is Old Republic National Title Insurance who has been in business for over 100 years.**

Pricing is as follows:

1. Title insurance is charged according to the rates set by the state of Florida.
2. Search fees are dependent on the individual property type, i.e. commercial, residential, etc.

Upon request for service, we will provide estimated fees based on the requested services.

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

**Public Entity Crimes**

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

**E-Verify**

5. Affiant understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or replay to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with

the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking**

- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

**Compliance with Foreign Countries of Concern**

- 12. Affiant, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

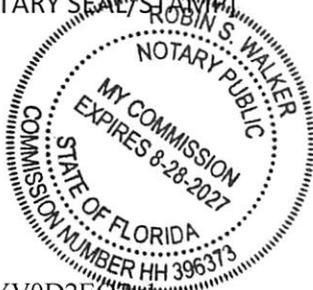
Date: 4-2-2025 (Affiant) Signed: Eva D. Weathers

Entity: Southern Title Inc Name: EVA D. WEATHERS  
DBA SOUTHLAND TITLE COMPANY Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

SWORN to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 2nd day of April, 2025 by EVA D. WEATHERS, as President, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL/STAMP]



Robin S Walker

Signature of Notary

Name: ROBIN S. WALKER  
(Print or Type Name)

Notary Public: State of Florida

My Commission Expires \_\_\_\_\_

## PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

EVA DIAZ WEATHERS

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  
 online notarization this 2nd day of April 2025, by EVA D. WEATHERS, who  
is personally known to me or who has produced identification and who did (did not) take an oath.

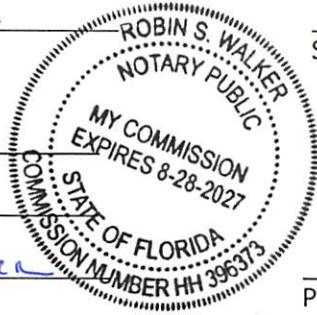
Robin S Walker

Signature of Notary Public

Eva D. Weathers

Signature of Affiant

Notary Public  
State of: FLORIDA  
My Commission  
Expires: \_\_\_\_\_



ROBIN S WALKER  
Printed, typed, or stamped  
Commissioned name of notary public

EVA D WEATHERS  
Printed or typed name of Affiant

FOR AN ENTITY

State of FLORIDA  
County of HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  
 online notarization this 2nd day of April 2025, by EVA D. WEATHERS,  
as PRESIDENT, of Southland Title INC a  Partnership,  Joint Venture,  Corporation,  
 Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is  
personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

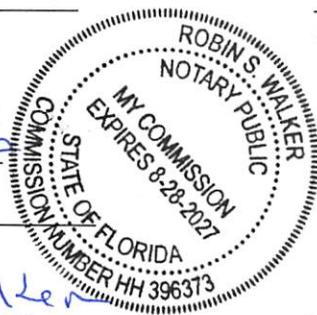
Robin S Walker

Signature of Notary Public

Eva D. Weathers

Signature of Affiant

Notary Public  
State of: FLORIDA  
My Commission  
Expires: \_\_\_\_\_



ROBIN S. WALKER  
Printed, typed, or stamped  
Commissioned name of notary public

EVA D. WEATHERS  
Printed or typed name of Affiant





**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive**

**Page 1 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-10)**

Contract No.: \_\_\_\_\_ Contract Name: EVA D. WEATHERS  
Company Name: SOUTHLAND TITLE Address: 701 N. WESTSHORE Blvd  
Federal ID: 59-1724763 Phone: 813-879-8882 Fax: 813-871-3596 Email: WEATHERS@SOUTHLANDTITLETAMPA.COM

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: WE FURNISH TITLE INSURANCE
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

**Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses**

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit this form with your Proposal Shall render the Proposal Non-Responsive (Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract

Signed: [Signature] Name/Title: President Date: 4/14/20

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive**  
**Forms must be included with Proposal**



## Page 2 of 4 – DMI Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo)





## Page 4 of 4 DMI – Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

*This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.* Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

**For additional information visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LCL Insurance Agency, LLC 10100 W Sample Road, Ste 321  Coral Springs FL 33065		<b>CONTACT NAME:</b> Ozgur Karakahya <b>PHONE (A/C, No, Ext):</b> (844) 323-8101 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ozgur@lclins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> BERKLEY ASSURANCE COMPANY	<b>NAIC #</b> 39462
<b>INSURED</b>		<b>INSURER B :</b>	
Southland Title Inc. dba Southland Title Company 701 N. Westshore Blvd Suite 200 - 18 Tampa FL 33609		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPROP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors and Omissions			VUMB0404100	10/31/2025	10/31/2026	Each Claim	\$1,000,000.00
							Annual Aggregate	\$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Title Agency:  
 Each Claim Deductible: \$5,000.00  
 Retroactive Date: 10/31/1977

**CERTIFICATE HOLDER**

City of Tampa, Florida.  
 2555 E. Hanna Avenue,  
 Tampa, FL 33610

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD **APPROVED**

The ACORD name and logo are registered marks of ACORD

By Robert Coats, ARM-P at 12:32 pm, Jan 07, 2026



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**

**DeAnna Faggart,**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

March 17, 2025

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Bids for the furnishing of: **BID NO. 25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES** will be received by the Director of Purchasing, City of Tampa, until **APRIL 23, 2025 1:00 PM (EST) then be opened.**

Important instructions and specifications regarding responses to this Request for Qualifications are listed below. Failure to follow these instructions may result in Respondent disqualification.

Questions that may arise from the RFQ document will be received until **1:00 PM, APRIL 15, 2025**. All questions must be sent via email. It is the Proposer's responsibility to confirm the City is in receipt of the questions. Questions should be referred to: **OpenGov**, and shall be submitted by email to [procurement-support@opengov.com](mailto:procurement-support@opengov.com).

Electronic submittals shall be uploaded in the OpenGov eProcurement Portal via link:

<https://procurement.opengov.com/portal/cityoftampa/projects/155161>

To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline. Proposer shall receive an email confirmation of their proposal submittal after clicking on the "Submit" button in the portal. The Proposer shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered. Proposals shall be accepted no later than the time and date specified on the **REQUEST FOR QUALIFICATIONS**. All responses received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the OpenGov eProcurement Portal. No bid may be withdrawn or modified after the time fixed for the opening of responses.

**STATEMENT OF NO BID**

**WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposals package to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

**INSTRUCTIONS TO BIDDER**

City of Tampa RFQ's are issued electronically via the [OpenGov eProcurement Portal](#). Obtaining solicitations through OpenGov will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than OpenGov are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact OpenGov Support at [procurement-support@opengov.com](mailto:procurement-support@opengov.com) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. OpenGov is an independent entity

and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov Support at [procurementssupport@opengov.com](mailto:procurementssupport@opengov.com) for more information.

Submitters discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFI, shall immediately notify the City of such error in writing and request modification or clarification of the RFI within the [OpenGov eProcurement Portal](#). Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from OpenGov (those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five days prior to this RFQ opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the bid or it shall be deemed waived.

The RFQ document contains a General Conditions Section and an Information Requested Section. General Conditions contain general requirements and the information Requested Section details the information the City is interested in responses in finding a solution(s) for the initiative's goal.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Proposer is expected to carefully examine the entire RFI package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Proposer's risk.**

## 1. GENERAL CONDITIONS

**1.1 Submittal Due Date.** Sealed proposals will be received no later than the date and time indicated on page one of this document. RFQ packages will not be accepted after this time.

**The City is not required to seek proposals for this service; it has chosen to do so in its best interest. In so doing, however, the City is not bound to award to the lowest monetary Agency and/or Individual(s). The City reserves the right to seek new proposals for services when such is reasonably in the best interest of the City.**

**1.2 Addendum and Amendment to RFQ.** If it becomes necessary to revise or amend any part of this RFQ, OpenGov will provide notification of the Addendum to all prospective Respondents who received an original RFQ. The City will not accept incomplete qualification packages.

**1.3 Florida Public Records Law.** in accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection and copying. If the Respondent is asserting that certain information in its RFQ is confidential and/or proprietary and/or exempt from public disclosure, then the Respondent is required to do the following: (1) identify, with specificity, the information which the Respondent asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) Place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Respondent's other documents, (3) (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Respondent's confidential/proprietary/exempt information must be submitted with the Respondent's other RFQ documents.

Respondent is advised that failure to follow the aforementioned instructions may result in Respondent's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this RFQ will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.\*

Be aware that the designation of an item as exempt from public disclosure by a Respondent may be challenged in court by any person or entity. By designation of material in your RFQ submittal as exempt from public disclosure, Respondent agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Respondent's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**\*Note: The City will not accept Responses when the entire Response is labeled as exempt from public disclosure. Respondent's References and Cost or Price Response will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the response non-responsive.**

**1.3.1** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**1.3.2** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

**1.3.3** The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Respondent agrees to comply with Florida's Public Records Law, including the following:

1. Successful Respondent shall keep and maintain public records required by the City to perform the services;
2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Successful Respondent does not transfer the records to the City;
4. Upon completion (or earlier termination) of the contract, Successful Respondent shall within thirty (30) days after such event either transfer to the City, at no cost, all public records in possession of the Successful Respondent or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Respondent transfers all public records to the City upon completion (or earlier termination) of the contract, Successful Respondent shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Respondent keeps and maintains public records upon completion (or earlier termination) of the contract, Successful Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Successful Respondent to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Respondent until records are received as provided herein.
6. **IF SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, HANNA CITY CENTER BUILDING, 2ND FLOOR, 2555 E. HANNA AVE, TAMPA, FL 33610.**

**Note:** Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. General Conditions, Section 3. Content of Proposal, Tab 2.

**1.4 Errors and Omissions.** Respondents discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, shall immediately notify the City of such error in writing and request modification or clarification of the RFQ. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Respondents who received an original RFQ from OpenGov (Those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five (5) days prior to the RFQ opening date. The Respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFQ prior to submitting the proposal or it shall be deemed waived.

**1.5 City of Tampa Ethics Code.** The Respondent shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Respondent responding to this RFQ acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. The Successful Respondent shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid, Request for Proposal or Request for Qualifications (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

**Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).** Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**1.6 Equal Opportunity.** The City of Tampa hereby notifies all Respondents that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present response matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

***For additional information visit the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>***

**1.7 Governing Law/Venue.** The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

**1.8 Compliance with Laws.** The Successful Respondent shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

**1.9 Incurred Expenses.** The City is not responsible for any expenses which the Respondent may incur in the preparation and submittal of responses requested by this RFQ, including but not limited to, costs associated with travel, accommodations, interviews or presentations.

**1.10 RFQ Binding.** All Requests for Qualifications submitted shall be binding for one-hundred and twenty (120) calendar days following the opening.

**1.11 Award Termination.** When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause; or
- 30-day written notice without cause.

**1.12 Procurement Protest Procedures.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual respondent, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation, qualification solicitation, or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and

Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**1.13 Sub-Contracting Submittals.** No Successful Respondent shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Successful Respondent agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with bid response. ("Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20). **These forms must be submitted with all responses.**

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

**1.14 Non-Discrimination in Contracting and Employment**

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa.

The Successful Respondent shall comply with the following Statement of Assurance:

During the performance of this Award, the Successful Respondent herein assures the City, that said Successful Respondent is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Respondent 's employees or applicants for employment.

The Successful Respondent understands and agrees that this Award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Award. Furthermore, the Successful Respondent herein assures the City, that said Successful Respondent will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Respondent further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award. The Successful Respondent further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

**1.15 Scrutinized Companies.** Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes

**1.16 Audit Rights.** During the term of this agreement including any renewal or extension hereof, and for a period of six (6) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with the Successful Respondent the City or a representative of the City shall have the right, within two (2) weeks written notice to the Successful Respondent, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and the Successful Respondent shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the City or its representative within ten (10) working days of written notice by the City. There will be an administrative fee of \$100.00 per day, per requested item for records that are received after the initial ten (10) working day period. The Successful Respondent shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Successful Respondent's office. The Successful Respondent shall allow the City or their representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in the Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the City's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Successful Respondents shall require all payees (examples include, but are not limited to, Sub-Contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between the Successful Respondent and payee. Such requirements to include flow-down right or audit provision in contracts with payees will also apply to Sub-Contractors, sub-Sub-Contractors, material suppliers, etc. The Successful Respondent will cooperate fully and will cause all related parties and all of the Successful Respondent's Sub-Contractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the City all required records. The Successful Respondent shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Successful Respondent to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Successful Respondent and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Successful Respondent within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Successful Respondent.

**1.17 Data Collection.** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Proposers are used for identification, verification, and tax reporting purposes.

**1.18 Indemnification.** The Contractor/Successful Proposer/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

## **2. QUESTIONS REGARDING THE RFQ PACKAGE AND PROCESS**

**2.1** To ensure fair consideration for all Respondents, the City prohibits prospective Respondents' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the RFQ process shall be addressed via email to **OpenGov** by email at: [procurement-support@opengov.com](mailto:procurement-support@opengov.com).

**2.2 Communication Policy.** During any solicitation period, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the legal department is permitted from any Respondent. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

**Any Respondent who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.**

## **3. CONTENT OF SUBMITTALS**

**3.1** Submittals should be prepared simply and economically, providing a straightforward, concise description of the Title Company's ability to fulfill the requirements of the RFQ. **Failure to follow these instructions could result in your submittal being disqualified.**

**In order to ensure a uniform review process and to obtain the maximum degree of comparability, the following items shall be uploaded into the Respondent's Affidavit, Signature Forms and Vendor Response Section:**

- **Title Page.** Type the name of Respondent's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFQ.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Addenda.** Include a copy of the addendum, or addenda associated with the RFQ, if applicable. Incomplete responses will not be considered.

- **Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from General Conditions, General Information, Subsection 1.3.
- **Response to the RFQ.** Specifically state the Title Company's understanding of the work to be accomplished and make a positive commitment to perform the work in Scope of Services.
- **Scope of Services.** Provide and include all the requirements and/or documentation requested under Scope of Services, including Attachment A - TITLE COMPANY APPLICATION, and Attachment C – LETTER OF INTENT
- **Compensation.** Complete and submit Attachment B. Title Services Fee Schedule. Itemize any optional costs separately.
- **Sub-Contracting Forms.** Under Section IV. Sub-Contracting Forms and Payment Form, the following forms must be filled out and submitted:
  - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
  - Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20

**These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.**

- **Proposer's Affirmation and Declaration.** Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFQ Package. This form must be signed by an authorized representative of the Appraisal Company as defined below.
- **Qualifications Signature Form.** Complete the Request for Qualifications Signature form provided in the package. This form must be signed by an authorized representative of the Title Company as defined below:

When Title Company is a corporation, the president or vice president signing shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office. The form shall also bear the seal of the corporation attested by its corporate secretary.

When the Title Company is a partnership, the form shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the Title Company is an individual or sole proprietorship, the response shall be signed by the individual owner, stating name and style under which the Title Company is doing business.

If the Title Company is doing business under a fictitious name, the Title Company must submit a copy of Certificate of Registration with the Florida Secretary of State.

When the Title Company is a joint venture, each joint venturer must sign the form as hereinabove indicated.

- **Insurance Requirements.** This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

#### **4. EVALUATION**

**4.1** Responses will be evaluated by the Real Estate Department based on qualifications, experience including the Title Company's Application and for compliance of the requirements in the RFQ. The selection of Title Companies will be based on experience, qualifications, location and ability-to-perform which shall be determined solely by the City.

Prior to award resulting from this solicitation, the Successful Respondents shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

**4.2 Award Term.** The period of the award shall be for a three-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

**4.2.1 Supplemental Unilateral Renewal Periods.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Respondent prior to the expiration of the award, or the renewal period if the award has been previously renewed.

**4.3 PRICE ESCALATION/DE-ESCALATION.** The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

**4.4 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Respondent in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

**4.5 Addition/Deletion.** The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

**4.6 Payment.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. Respondents that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**4.7 Minimum Wage Amendment.** The Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Respondent on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

**4.8 Invoicing.** The Successful Respondent shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this RFQ itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;

- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

At the time of submission of its invoices, the Successful Respondent shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Respondent uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Respondent intends to utilize.

- Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

**4.9 Default/Re-award.** Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Respondent upon non-performance or violation of contract terms, including the failure of the Successful Respondent to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Respondent, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Respondent and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

## **5. SCOPE OF SERVICES**

### **5.1 INTRODUCTION**

The City of Tampa Real Estate Department has an on-going need for Title Services. It is the City's intent to pre-qualify eligible Title Companies for use annually on an as-needed basis, to be retained for service by the specific project. The City of Tampa (City) will do business directly with Title Companies and reserves the right to award this RFQ to multiple Title Companies based on experience, qualifications, location, and ability-to-perform. It is the City's sole discretion which Title Companies will perform this service.

### **5.2 SERVICE REQUIREMENTS**

**5.2.1** The title work requirements are for a variety of services including but not limited to placing mortgages on real property. The services include interim title binders, owners and encumbrance reports, title insurance, property information reports, name searches, and all closing function. Each of the services needs to be provided in a timely and professional manner. Some mortgages will be for local lenders, but most will be provided by either federal, state or city funds that require special or specific mortgage instructions and requirements to be followed.

**5.2.2** The Title Company must provide the following:

- All closing functions within its Company and shall be able to do off-site closings within Hillsborough County.
- National Underwriters.

In the event of title services required for the purchase of land by the City, the seller may have the option to specify the Title Company to provide the services.

**5.2.3** Following the request for services by a City Department, the Title Company shall provide all necessary resources to diligently pursue the assigned activities within the schedule provided by the City's User Department.

**5.2.4** During the life of the award, the Title Company must maintain and provide the City their most current insurance certificate available. Failure to maintain the required insurance as stated under Section II. General Conditions, Section 6. Insurance Requirements will constitute default of award.

## **6. MINIMUM QUALIFICATION REQUIREMENTS**

- The Title Company must be in the primary business of performing Real Estate Title Services.
- All Title Companies must be Licensed or Certificated in accordance with Florida State Statutes.
- The Title Company shall provide off-site closings, when requested.
- The Title Company must be able to provide or assist with electronic closings.
- The office of the Title Company shall be within Hillsborough County.
- The Title Company must be in business a minimum of 5 (five) years.
- The Title Company shall provide service Monday – Friday, 8:00 AM until 5:00 PM. The Title Company shall be available if necessary to provide services after 5:00 PM.

**Note:** The City reserves the right to cancel the award with the Title Company if performance by the Title Company fails to meet the needs of the City in a timely manner.

**RESPONDENT'S AFFIDAVIT AND QUALIFICATION SIGNATURE FORMS**

**RESPONDENT'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared.

---

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Respondent in the matter at hand, as follows:

1. That the Respondent, if an individual, is of lawful age.
2. That if the Respondent is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Respondent is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Respondent has not submitted a rigged Bid, nor engaged in collusive bidding or collusive bidding arrangement or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Respondent is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Respondent is not in arrears to the City of Tampa upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City.
6. That no officer or employee of the City, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the City of Tampa and this Respondent or awarded to this Respondent; nor shall any City officer or employee have any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract or obligation of this Respondent.
7. That, by submitting this bid, the Respondent certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

FURTHER RESPONDENT SAYETH NOT.

Respondent: Complete the applicable Acknowledgement for An Individual Acting In His/Her Own Right, A Partnership or A Corporation, according to your firm type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who

is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A LIMITED LIABILITY COMPANY (LLC)**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who

is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said entity. He/She is personally known to me or who has produced identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**REQUEST FOR QUALIFICATION SIGNATURE FORM  
FOR  
CITYWIDE REAL ESTATE TITLE SERVICES**

In compliance with this RFQ and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFQ #25-P-00172, CITYWIDE REAL ESTATE TITLE SERVICES**, in accordance with the attached signed qualifications, or as mutually agreed upon by subsequent negotiation. This completed Qualification Signature form must be submitted with the Company's application and will become a part of any agreement that may be awarded. This Qualification Signature Form must be signed by an authorized representative as defined **Section 3. Content of Submittals** of this RFQ. **If the Qualification Signature Form is not signed by an authorized representative or submitted with the Title Application, the application shall be considered non-responsive.**

**Please type or print:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Type Organization:     Individual                       Small Business                       Non-Profit  
                                  Partnership                       Corporation                       Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes     No. License # \_\_\_\_\_

State of FL Corporation ID# (from Sec'y of State): \_\_\_\_\_

State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

**By signing this RFQ the Respondent complies with all of the requirements of the RFQ including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section II. of the GENERAL CONDITIONS.**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





**Page 2 of 4 DMI – Solicited/Utilized**  
**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form**  
**(Form MBD-10)**

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts when Goal has been established.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.





## Page 4 of 4 DMI – Solicited/Utilized

### Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

*This form must be submitted with all bids or proposals. All subcontractors projected to be utilized must be included on this form.*

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.
- 

The following instructions are for information of Any and All subcontractors to be utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs)
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



# City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments

[ ] Partial [ ] Final

(FORM MBD-30)

Contract No.: **25-P-00172** Contract Name: **CITYWIDE REAL ESTATE TITLE SERVICES RFQ #**

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity  [ ]Sub [ ]Supplier  Federal ID			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

DMI form 30 (rev. 10/01/12)

**Note: Detailed Instructions for completing this form are on the next page**



## Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



**City of Tampa**  
**Official Letter of Intent**  
 (Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

**Bid/Proposal/Contract Number:** \_\_\_\_\_

**Bid/Proposal/Contract Name:** \_\_\_\_\_

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contract Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D. Cost of work to be performed by WMBE/SLBE:** \_\_\_\_\_

**E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount:** \_\_\_\_\_

**Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.**

Bidder/Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature and Title

WMBE/SLBE Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Signature and Title

**Official Letter of Intent Instructions**  
**City of Tampa**  
**Equal Business Opportunity Program**

The Official Letter of Intent must be submitted to the soliciting department within ten (10) working days of the bid opening, prior to award. Not providing all letters of intent within the prescribed time frame may be cause to delay award or declare the bid to be non-responsive.

**Bid/Proposal/Contract Number**- Please provide bid/proposal/contract number provided by City of Tampa procuring department.

**Bid/Proposal/Contract Name** – Please provide bid/proposal/contract name provided by City of Tampa procuring department.

**To be Completed by the Bidder/Service Provide** – Please provide prime contractor or main bidders detailed company information as indicated.

**To be Completed by the WMBE/SLBE** – Please provide WMBE/SLBE subcontractor detailed company information as indicated.

**Bidder is to Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids identify, which bid line item the WMBE/SLBE's scope of work or supply corresponds**  
– Please provide details of the services or supplies the WMBE/SLBE will provide.

**Cost of work to be performed by WMBE/SLBE** – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

**Bidder/Proposer** – Signature of authorized agent for the prime contractor or main bidder with date signed.

**WMBE/SLBE firm** – Signature of authorized agent for the WMBE/SLBE subcontractor or supplier with date signed.

**Contract Confirmation** – A copy of the executed subcontract agreement and/or purchase order with the WMBE/SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by WMBE/SLBE.

**ATTACHMENT A  
TITLE COMPANY APPLICATION**

Date: \_\_\_\_\_

Title Company Name: \_\_\_\_\_

Title Company Address: \_\_\_\_\_

1. Number of years in the title business: \_\_\_\_\_

2. Number of closing's per year: \_\_\_\_\_

Name of Closing Officer(s) (attach a resume for each):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Provide Name(s) of National Underwriters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List address of closing sites and if your company can do off-site closings (at any location).

\_\_\_\_\_  
\_\_\_\_\_

5. List professional memberships and affiliations (response limited to 1 letter-size page).

6. Letters of indemnification to City of Tampa from your underwriter(s).

7. Attach copy of license from State of Florida.

8. Attach a copy of the City of Tampa Women/Minority Business Enterprise and/or Small Local Business Enterprise Certification(s), if applicable.

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name

**ATTACHMENT B  
TITLE SERVICES FEE SCHEDULE**

- |    |   |                  |
|----|---|------------------|
| 1. | Title Commitment (\$1,000 Minimum)  | \$_____          |
|    | Delivery Time   | _____            |
| 2. | Title Policy  | \$_____          |
|    | Delivery Time   | _____            |
| 3. | Name Search   | \$_____          |
|    | Delivery Time   | _____            |
| 4. | O & E (Owners & Encumbrances) Report  | \$_____          |
|    | Delivery Time   | _____            |
| 5. | Closing Fee   | \$_____          |
|    | Delivery Time   | _____            |
| 6. | Courier Fees, if any  | \$_____          |
| 7. | Hourly Rate, if any   | \$_____          |
| 8. | For Commercial Transactions that include closing,<br>is negotiation available based upon the "Butler Case"? | Yes_____ No_____ |

Other Services Available, Related Fees and/or Comments (to be listed below or attached):

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C  
LETTER OF INTENT  
(SAMPLE)**

DATE:

COMPANY'S NAME  
ADDRESS  
CITY, STATE, ZIP  
TAMPA, FLORIDA

RE: RFQ FOR CITYWIDE REAL ESTATE TITLE SERVICES

Dear Sir/Madam:

Contingent upon our Company being awarded the City of Tampa (City) contract for the above referenced Request for Qualifications (RFQ), **(Company Name)** will comply with the City's Professional Liability requirement and provide the City with an Acord 25 Certificate from the Company's Insurance Company within ten (10) calendar days from notice of intent to award by the City.

The Company understands if the Professional Liability Insurance is not obtained, the Company will be considered non-responsive.

Sincerely

(Authorized Signature)

Print name  
Title

cc: file

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

**The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

**A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

**B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

**C. Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

**D. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

**Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.**

**ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

**ADDITIONAL INSURED** - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm 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 Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days’ notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm’s receipt from its insurer of any notices of same. If any policy’s aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City’s notice (or Award contact) address as stated in the Agreement with a copy to the following:  Hanna City Center Building, Purchasing Department, 2<sup>ND</sup> Floor, 2555 East Hanna Avenue, Tampa, Florida 33610  
 Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096????? Need Purchasing to check this statement to see if still valid.\_\_\_\_\_

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least thirty (30) days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors’ acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

**CLAIMS MADE** – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

**DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)** – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City’s option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

**PERFORMANCE** – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

**PRIMARY POLICIES** - Firm’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm’s insurance and shall not contribute with it.

**UNAVAILABILITY** – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

**REVISED 3/13/2020**