

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-445-02-02

THIS AGREEMENT is made effective the 2ND day of **February, 2010**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, Ltd** ("Company").

WITNESSETH:

WHEREAS, the County requires services for: *"Title Company Related Services" for the (Trenton Drain as part of the San Carlos Drainage Improvements Project)" in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4;* and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool "Title Companies", and

WHEREAS, from which "Title Company" has been selected from the "Pool" of pre-qualified Title Companies from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Title Company" are sometimes necessary to carry out the required title company related activities; and

WHEREAS, pursuant to Texas Government Code Section 262.024 (A) 4, "Professional Services for Title Company related Services," Government Code, the County requested proposals from "title companies" to assist the County by providing title company related services; and

WHEREAS, the County has selected the Title Company to provide Title Company related Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Companies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company do mutually agree as follows:

1. **Scope of Services.** Title Company agrees to provide to County *"Title Company Related Services" for the (Trenton Drain as part of the San Carlos Drainage Improvements Project)" in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4; as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Company." In the event the Title Company does not provide the Title Company related Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a Title Company related services is secured from another Title Company, Title Company will be responsible for any additional charges or expenses incurred by Hidalgo County.*

Further, in the event that it is demonstrated by the Title Company that Hidalgo County has caused or delayed thus preventing the Title Company from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Title Company must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of a Title Company.** Hidalgo County reserves the right to request services from other sources other than the Title Company and shall not be in violation of any terms or conditions of this Agreement

This Agreement shall terminate at the close of business **upon completion of this project**

3. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **upon completion of the projet.** The Title Company will not begin work or incur costs until authorized in writing by the County for each purchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company. The Title Company is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of

submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Company shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a purchase order, the Title Company shall undertake and complete the authorized work. The County or the Title Company can request conferences to be provided at the Title Company's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Company unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Company, the County shall require the Title Company to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Company, the County will reimburse the Title Company for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Title Company shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents furnished to the County by the Title Company or furnished to the Title Company by the County shall be delivered to and become the property of the County. The Title Company may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Title Company must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company under this Contract. Notwithstanding the foregoing sentence, Title Company represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Title Company agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Title Company, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Company, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Title Company should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Title Company: Valley Land Title Company, Ltd
Attn: Paul R. Rodriguez, C.E.O.
612 Nolana, Suite 570
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Title Company have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**TITLE COMPANY:
VALLEY LAND TITLE COMPANY, LTD**

By: _____

Printed Name: _____

Title: _____

APPROVED BY COMMISSIONERS COURT ON _____, 2010.

APPROVED AS TO FORM:

By: _____

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo


**REQUEST FOR QUALIFICATIONS(RFQ)
CHECKLIST**

**HIDALGO COUNTY
"TITLE COMPANY SERVICES (POOL)"
RFQ NO. 06-331-09-20-otm**

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 7 pages.
3. Exhibit "A" Requirements consisting of 6 pages.
4. Exhibit "B" Evaluation consisting of 4 pages.
5. Exhibit "C" Insurance Requirements consisting of 3 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form consisting of 3 pages.
7. Certification Regarding Debarment 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

September 04, 2006
Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 04, 2006

Re: **HIDALGO COUNTY**
Request for Qualifications - **"TITLE COMPANY SERVICES (POOL)"**
RFQ No: 06-331-09-20-otm

Dear Gentlemen:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

A handwritten signature in cursive script that reads "Martha L. Salazar".

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm
Enclosures

Bid No: 06-331-09-20-otm

Buyer: Olga T. Montero

Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

**Hidalgo County
Edinburg, Texas**

"TITLE COMPANY SERVICES (POOL)"

September 20, 2006

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. Sealed Statements of Qualifications will be received for **"HIDALGO COUNTY-TITLE COMPANY SERVICES (POOL)"** in accordance with the specifications attached as Exhibit "A" hereto. RFQs should address all specifications set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required with the vendor's name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"REQUEST FOR QUALIFICATIONS 06-331-09-20-otm HIDALGO COUNTY-TITLE COMPANY SERVICES (POOL)"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 20, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.
3. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next lowest responsible vendor, or to reject all RFQs and re-advertise.
4. For work to be performed at a County owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the dollar amount of the RFQ.
5. No bid may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
7. County reserves the right to accept or reject any or all RFQs.
8. Costs are to be net F.O.B., County Prepaid.
9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

13. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY-TITLE COMPANY SERVICES (POOL)**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
100 East Cano, 3rd Floor
Edinburg, Texas 78539
956-318-2511

14. Schedule of Events

RFQ Acceptance, 9:30 AM	<u>September 20, 2006</u>
Award of Contract	_____, 2006
Commence Work or Deliver Products	_____, 2006

15. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all vendor shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All vendors are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the vendor shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

16. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or

any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Purchasing Dept. no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful vendor fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Purchasing Dept. located at 100 E. Cano, Edinburg, Texas 78539-Hidalgo County Administration Bldg.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

18. If, during the life of any contract or RFQ awarded, the successful vendor's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
19. RFQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
20. Minimum Standards For Responsible Prospective Vendor: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor, by submitting a RFQ, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the RFQ;
 - Be able to comply with the required or proposed delivery schedule;

- . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
21. Successful vendor will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful vendor's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
22. Any contract award to a successful vendor will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful vendor; County reserves the right to terminate any contract immediately in the event a successful vendor fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
24. Successful vendor shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier of successful vendor in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful vendor shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful vendor's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful vendor.
25. Successful vendor shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful vendor within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

26. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
27. The successful vendor shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
"TITLE COMPANY SERVICES (Pool)"
BID NO.: 06-331-09-20-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned vendor proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned vendor further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Vendor acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Vendor understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Vendor agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Vendor: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS
HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS
TITLE COMPANY SERVICES (POOL)

Hidalgo County is seeking to establish a **"Pool"** of qualified title companies for the purpose of providing and rendering title policy related services on an **"AS NEEDED BASIS."** The County of Hidalgo Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Title Company Services (Pool)"** as specified herein.

Statements of qualifications will be accepted until **9:30 A.M., Wednesday, September 20, 2006.** **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 06-331-09-20-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, September 13, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 15, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County Boot Camp reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County Boot Camp requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date, stamp, and initial the envelope when dropping bid off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County Boot Camp reserve the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Boot Camp.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFQ&P REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PURPOSE: The County of Hidalgo is requesting Statements of Qualifications from interested firms with experienced in providing "Title Company Services (Pool). The purpose of soliciting Statements of Qualifications is to develop a "Pool" of pre qualified title companies from which title company related services may be required and engaged on as "As Needed Basis". These title services are required but not limited to acquisition of property for which Texas Department of Transportation funding is involved. The term of the "Pool" will be for a period of two (2) years with the option to renew for an additional one (1) year, under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in award of new bid for next contract term.

I. FIRM QUALIFICATIONS

- A. The firm must possess a current license from the Texas Board of Insurance.
- B. The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
 - a. Title Examiners
 - b. Closing Officers
 - c. Escrow Agents
- C. The provider should have experience with State (i.e. Tx Dot), County and other governmental entities as well as private sector firms.

II. SCOPE OF TITLE COMPANY SERVICES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- 1. Title Reports
- 2. Title Searches, i.e., Title Certificates
- 3. Title Commitments
- 4. Title Policy
- 5. Escrow Agent Services, when requested by the County

III. RFQ REQUIREMENTS

Each proposal must address, but may not be limited to , the following issues:

- 1. Firm Name
- 2. Name, position, phone and fax number of Point of Contact (POC).
- 3. Name of Principal/Owner and number of years in business.
- 4. Provide the number of staff members available in order to render (but not be limited to) all the services described and listed herein.
- 5. List three governmental projects with names, addresses, and phone numbers of representatives who can be contacted for references.
- 6. Detail how your firm/company had the capability to deliver the services required on a timely basis.
 - a. State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm. Also, state your firm commitment to comply or exceed (state how) the completed "Title Policy" within the seven (7) to ten (10) days. Include a copy of "Texas Title Insurance Premium Rates".
 - b. State in how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
 - c. State how much personnel or staff will be assigned to rendering the services required.
 - d. State in detail what "other services" are not included in the rates provided.

IV. EVALUATION CRITERIA

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Staffing and Experience
2. Capability to perform all the services required (as stated in Section III herein) for the noted projects in a timely manner, namely; **a)** to produce the title report in the amount of days; **b)** to meet or exceed schedules and deadlines of a maximum of seven (7) to ten (10) business (working) days per parcel; and **c)** to complete "Escrow Agent Related Services" as per commitment.
3. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedure.
4. "Other Services" not included in the "Texas Title Insurance Premium Rates"

V. REQUEST FOR SERVICES & EVALUATION PROCESS

A department requiring Title Company Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

A department requiring Title Company Services will review, evaluate and rank the Qualifications utilizing the evaluation criteria noted below. Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s) in the order of their ranked evaluation on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services.

VI. INVOLUNTARY TERMINATION:

The approval of a vendor as pre qualified to perform work for the County under this RFQ shall be deemed to be terminated and the vendor removed from the qualified vendor list upon occurrence of any of the following:

1. The death of the vendor, if an individual, or the primary professional member, if a firm or entity.
2. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas.
3. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre qualified.
4. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time.
5. The failure or refusal of the vendor to comply with the reasonable polices,

- standards, and regulations of Hidalgo County, which may from time to time be established; provided however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
6. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

VI. CONTRACT AWARD

The County does not guarantee that a contract will be awarded as a result of the RFQ. In the event that a contract award is made, but the contract is not executed, the County does not guarantee that the contract will be re-awarded.

VII. RESPONSE DEADLINE

Response to the RFQ must be received at the Office of Martha L. Salazar, CPPB-Purchasing Agent, Hidalgo County Purchasing Department-100 E. Cano (4th Floor)-Edinburg, Texas 78539, by no later than September 20, 2006 at 9:30 a.m. for consideration. Please refer to Legal Notice, No. 2 on Page 2, RFQ #2006-331-09-20-otm and also in Exhibit "A" (Requirements), Page 1 of this section.

EXHIBIT B

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

TITLE COMPANY SERVICES (POOL)

**SELECTION CRITERIA
RFQ NO. 06-3331-09-20-otm**

EVALUATION CRITERIA GUIDELINES

TITLE COMPANY SERVICES

The following criteria will be used to evaluate Statements of Qualifications:

1. Staffing and experience
2. Capability to perform all the services required (as Stated in Section III) for the noted projects in a timely manner, namely; a) to produce the title report as stated in vendor's response to RFQ; b) to meet or exceed schedules and deadlines of a maximum of seven (7) to ten (10) business (working) days per parcel.
3. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures.
4. "Other Services" not included in the "Texas Title Insurance Premium Rates".

RFQ EVALUATION AND SCORING CRITERIA

The Respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

- | | | |
|----|----------------------------------------------------------------------------------|--------------------------------------|
| 1. | Firm's Qualifications and Staffing: | Total Point Possible 20 Pts. |
| | A. Years in business | (10 pts.) |
| | B. Number of Staff/personnel in each area of service required | (10 pts.) |
| 2. | Firm Capabilities to perform all services required: | Total Point Possible 55 Pts. |
| | A. Days between "Order" and "Title Report" | (30 pts.) |
| | B. Days to complete "Title Policy" | (10 pts.) |
| | C. Days to complete "Escrow Agent Services" | (05 pts.) |
| | D. Staff assigned to County's work | (10 pts.) |
| 3. | Experience | Total Points Possible 15 pts. |
| | A. Recent experience with Hidalgo County, Tx Dot Requirements and Procedures | (10 pts.) |
| | B. Number of similar governmental projects listed | (05 pts.) |
| 4. | "Other Services" not limited in the "Texas Title Insurance Premium Rates" | Total Possible Points 10 pts. |
| | | (10 pts.) |
| | GRAND TOTAL | 100 pts. |

RFQ EVALUATION AND SCORING SHEET

The Respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **Firm's Qualifications and Staffing:** **Total Point Possible 20 Pts.**
- A. Years in business (10 pts.) _____
- B. Number of Staff/personnel in each area of service required (10 pts.) _____

2. **Firm Capabilities to perform all services required:** **Total Point Possible 55 Pts.**
- A. Days between "Order" and "Title Commitment" (30 pts.) _____
- B. Days to complete "Order" and "Title Policy" (10 pts.) _____
- C. Days to complete "Escrow Agent Services" (05 pts.) _____
- D. Staff assigned to County's work (10 pts.) _____

3. **Experience** **Total Points Possible 15 pts.**
- A. Recent experience with Hidalgo County, Tx Dot Requirements and Procedures (10 pts.) _____
- B. Number of similar governmental projects listed (05 pts.) _____

4. **"Other Services" not limited in the "Texas Title Insurance Premium Rates"** **Total Possible Points 10 pts.**

TOTAL POINTS OUT OF 100 POINTS POSSIBLE *** _____ * Pts.**

COMMENTS:

Evaluator: _____
Print

Department: _____
Print

Date: _____

EXHIBIT "C"

Insurance Requirements

The Submitter awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the submitter in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
3. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
4. A One Million Dollar (\$1,000,000.00) minimum Professional Liability (Errors & Omissions) insurance policy.
5. Workers compensation insurance in amounts established by Texas law, unless the Submitter is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
_____.

Company/Submitter

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired upon notification of intent to award RFQ&P at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of RFQ&P and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award RFQ&P at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

Professional Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of RFQ&P and to execute a contract between our Company and the County.) **OR**

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Submitter: Failure to provide Certificates of Insurance at Commissioners' Court will cause the RFQ&P award to be rescinded and then awarded to next lowest submitter. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY RFQ&P PACKET



PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the
APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this RFQ&P, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the RFQ&P packet in order to expedite the RFQ&P evaluation process. Failure to provide said documentation will result in the disqualification of your RFQ&P.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: State General Services Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Form W-9

(Rev. March 1994)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do NOT
send to the IRS.

Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
	Business name (Sole proprietors see instructions on page 2.)	
	Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	Requester's name and address (optional)

Part I	Taxpayer Identification Number (TIN)	List account number(s) here (optional)																																												
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.</p> <p><i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i></p>		Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)																																												
<table border="1"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social security number																		OR									Employer identification number																
Social security number																																														
OR																																														
Employer identification number																																														

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here	Signature ▶	Date ▶
-----------	-------------	--------

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

6. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"

Services to be provided by Title Company
for
Hidalgo County Precinct No. 4

Valley Land Title Co.

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190

December 1, 2009

www.rodriquezp@valleylandtitleco.com

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78530

Re: Title Company Related Services-Trenton Drain as part of the San Carlos Drainage Improvement Project within Hidalgo County Precinct No. 4.

Dear Ms. Saenz:

Pursuant to your e-mail of November 23, 2009, our company is pleased to present our bid proposal for Title Company Related Services for the Trenton Drain as part of the San Carlos Drainage Improvement Project within Hidalgo County Precinct No. 4 in connection with the acquisition of land, rights of way, easements, condemnations and disposition of county owned property. The services and related fees would be the following:

Title Report – This report documenting the ownership, outstanding encumbrances, liens and judgments would be provided at a cost of \$300 per parcel if a title policy is not provided.

Title Policy – The charge for issuing title insurance is regulated by the Texas Department of Insurance. Attached to this letter is a matrix outlining the attributable charge.

Escrow Service – The charge for providing escrow or closing service on the sale or purchase of a property is \$250.00.

Tax Service – We issue a certificate disclosing outstanding property taxes at a cost of \$52.50 per parcel.

If you require additional information or clarification please call me at 383-2708 or e-mail me at rodriquezp@valleylandtitleco.com. I am also attaching a copy of our current insurance certificate. We look forward to providing these services to Precinct No. 4.

Respectfully submitted

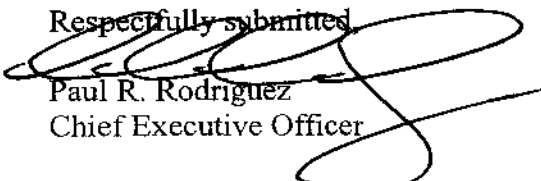

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT "B"

Fee Schedule for Hidalgo County Precinct No. 4

Valley Land Title Co.

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190

December 1, 2009

www.rodriquezp@valleylandtitleco.com

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78530

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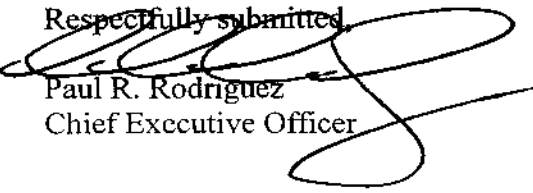
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Tax Service – We issue a certificate disclosing outstanding property taxes at a cost of \$52.50 per parcel.

If you require additional information or clarification please call me at 383-2708 or e-mail me at rodriquezp@valleylandtitleco.com. I am also attaching a copy of our current insurance certificate. We look forward to providing these services to Precinct No. 4.

Respectfully submitted,


Paul R. Rodriguez
Chief Executive Officer

TEXAS
SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE
Effective February 1, 2007

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
\$10,000	\$229	\$32,500	\$383	\$55,000	\$536	\$77,500	\$690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811
28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

Premiums shall be calculated as follows for policies in excess of \$100,000

For policies of \$100,001 - \$1,000,000
Basic Premium

- (1) Subtract \$100,000 from policy amount
- (2) Multiply result in 1, (1) by 0.00534
and round to nearest whole dollar
- (3) Add \$843 to result in 1, (2).

2. For policies of \$1,000,001-\$5,000,000
Basic Premium

- (1) Subtract \$1,000,000 from policy amount
- (2) Multiply result in 2, (1) by 0.00439
and round to nearest whole dollar
- (3) Add \$5,649 to result in 2,(2).

3. For policies of \$5,000,001 - \$15,000,000
Basic Premium

- (1) Subtract \$5,000,000 from policy amount
- (2) Multiply result in 3,(1) by 0.00362
and round to nearest whole dollar
- (3) Add \$23,209 to result in 3,(2).

4. For policies of \$15,000,001 - \$25,000,000
Basic Premium

- (1) Subtract \$15,000,000 from policy amount
- (2) Multiply result in 4,(1) by 0.00257
and round to nearest whole dollar
- (3) Add \$59,409 to result in 4,(2).

5. For policies in excess of \$25,000,000
Basic Premium

- (1) Subtract \$25,000,000 from policy amount
- (2) Multiply result in 5,(1) by 0.00154
and round to nearest whole dollar
- (3) Add \$85,109 to result in 5,(2).

EXHIBIT "C"

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

OP ID JP
VALL-03DATE (MM/DD/YYYY)
01/15/10

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

INSURED
Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolans, suite 570
McAllen TX 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Ins. Co.	40282
INSURER B: Texas Mutual Insurance Co.	22945
INSURER C: Scottsdale	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	WADD/INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <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	PACP8237B467TLC	01/16/10	01/16/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Un/Underinsured	BA7570H368	01/16/10	01/16/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$5000	ISFCUP2868Y190	01/16/10	01/16/11	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	SBP0001165219	01/16/10	01/16/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> DY-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Real Estate Prof.	EKS3000416	01/16/10	02/16/10	Limit 1,000,000 retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDCOED

County of Hidalgo
2812 So. Bus Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01)

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