

THE STATE OF TEXAS ·
 ·
COUNTY OF HIDALGO ·

PROFESSIONAL SERVICES CONTRACT
C-09-407-01-12

THIS AGREEMENT is made effective the 28th day of November, 2009, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Co., Ltd. (DBA) Valley Land Title Co.** ("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Policy Related Services** located within **Hidalgo County** and

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

WHEREAS, from which "Title Company provider/firm(s)" has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Companies Services" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

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

1. **Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department. **The Title Company Provider/Firm will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, 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. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** Contract will be for one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work 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 Provider/Firm 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 Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

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

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

6. **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 Provider/Firm 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 Provider/Firm, the County shall require the Title

Company Provider/Firm 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 Provider/Firm, the County will reimburse the Title Company Provider/Firm 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.

7. Reporting. The Title Company Provider/Firm 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.

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

9. Independent Contractor. Title Company Provider/Firm 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 Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm 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 Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Company Provider/Firm and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract is terminated without cause by County with the thirty (30) days written notice to the Title Company Provider/Firm.

11. Insurance. Title Company Provider/Firm 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.

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

13. Termination Date. Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

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. Termination by County. If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

16. 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.

17. 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 Provider/Firm, and not otherwise.

18. 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.

19. Hold Harmless. In the event Title Company Provider/Firm 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 Provider/Firm 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 Provider/Firm'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.

20. 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.

21. 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 Provider/Firm:

Valley Land Title Co., Ltd.
(DBA) Valley Land Title Co.
Attn: Paul Rodriguez, Chief Exec. Officer
612 Nolana, Ste. 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.

22. **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.

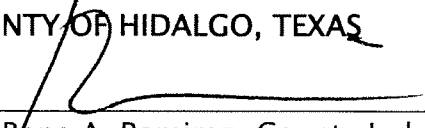
23. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. **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

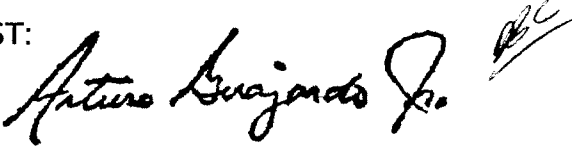
25. **Authority.** The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in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

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: 
Rene A. Ramirez, County Judge

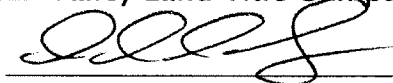
ATTEST:



Arturo Guajardo, Jr., County Clerk

TITLE COMPANY PROVIDER/FIRM:

NAME: Valley Land Title Company

By: 

Printed Name: PAUL P. RODRIGUEZ

Title: CHIEF EXECUTIVE OFFICER

Approved on Commissioners' Court: _____ 2010.

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

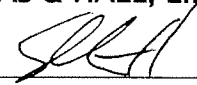
BY: 
Stephen L. Crain, Attorney

EXHIBIT "A"

Services to be provided by Title
Company Provider/Firm

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES"

RFP NO: 2009-407-11-18-otm

Hidalgo County is requesting sealed proposals from qualified and interested "Title Companies" in order to award to one or more "Title Company Services Providers/Firms" for the purposes of providing and rendering title policy related services on an "As Needed/Non Exclusive Basis" for a period of one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract 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 the award of new bid for the next contract term.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 18, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2009-407-11-18-otm

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

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

The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County requires that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, November 4, 2009 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL AT: olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, November 6, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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 Clerk’s Office 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 contract 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 bidder 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 complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) 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 PROPOSALS:

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 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 Proposal (RFP) 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.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

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

TERM OF CONTRACT:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract 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 the award of new bid for the next contract term.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL:

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

PURPOSE:

Hidalgo County is requesting Proposals from interested firms/companies with proper licenses, certifications and experience in providing the requested information in order to award to one or more Title Companies to provide title company related services on an “As Needed/Non-Exclusive/Purchase Order Basis”. The title company related services extend on an “As Needed/Non-Exclusive Basis” to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:

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

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM 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:
 - Title Examiners
 - Closing Officers
 - Escrow Agents
- (c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:

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

- (a) Firm Name;
- (b) Name, position, phone and fax number of Point of Contact (POC);
- (c) Name of Principal/Owner and number of years in business;
- (d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
- (e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
- (f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
 - 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.
 - State your firm’s/company’s agreement to comply or exceed the timeline of seven (7) to ten (10) days to issue a “Title Commitment(s)”.
 - Provide a copy of “Texas Title Insurance Premium Rates”.
 - State how many business days your company can complete “Escrow Agent” services (if requested by County) and include the applicable rates for those services.
 - State how many personnel or staff will be assigned and committed to render the services required.
 - State in detail what “other services” are not included in the rates provided.

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

- (a) Title Reports
- (b) Title Searches, i.e., Title Certificates
- (c) Title Commitments
- (d) Title Policy*
- (e) Escrow Agent Services when requested by the County

*** 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.**

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion- i.e. in writing or e-mail) to meet or exceed that timeframe.

V. INVOLUNTARY TERMINATION

The qualified vendor(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas
- 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.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive or
- 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.

TERM:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract 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 the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND AWARD

Hidalgo County Commissioner’s Court may score, grade and evaluate the submitted proposals or elect to designate, assign and appoint a committee to do so. Commissioners Court or the Committee will base the grading, scoring and evaluation on the “Criteria” set forth herein. Those firms/vendors/companies scoring a minimum of 80 points will be eligible for Commissioners Court to award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it’s best interest to do so.

SECTION IV: EVALUATION (GRADING, SCORING) CRITERIA:

GRADING AND SCORING POINT SYSTEM:

- A. FIRM’S STAFFING AND EXPERIENCE - 20 POINTS
- B. FIRM’S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- 45 POINTS
- C. EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- 15 POINTS
- D. COST OF SERVICES REQUESTED HEREIN – (10 points)
- E. COST OF “OTHER SERVICES” PROPOSED – (10 points)

TOTAL POSSIBLE POINTS = 100

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 18, 2009.**

EXHIBIT “B”

Fee Schedule

Valley Land Title Co.

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

November 16, 2009

www.rodriquezpz@valleylandtitleco.com

Ms. Martha L. Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas

Re: RFP#2009-407-11-18-OTM
"Title Company Services"

OPENED

9:43am
11-18-09

Witnessed



Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for Hidalgo County "Title Company Services".

History and Experience

Our company has operated in Edinburg and Hidalgo County since 1919. Our "Plant" contains real estate recordings history dating back to the establishment of Hidalgo County.

Our Examination Department is headed by Mr. Mario Garza who has over 29 years of examination history, all of them with our company. He is assisted by Mr. Danny Gonzalez, a 26 year veteran in the Examination Department. They lead an examining staff of ten. This group would provide title reports, title searches and title commitments to Hidalgo County.

Our Policy Department consists of five individuals lead by Mrs. Imogene Filkin, a 36 year veteran of our company and the title company industry. They would be responsible for the final issuance of title policies.

We would dedicate our Closing Officers/Escrow Agents and their assistants that are located in our Edinburg office to fulfill the escrow agent services for Hidalgo County. Mrs. Shirley Clancey is the head of that department with over 30 years of experience and includes three escrow officers and two assistants. The typical charge for these services is \$250.00.

Mr. Jerry Canales is our legal counsel and has been associated with the company since 1987; between 1987 and the end of 2005, Mr. Canales was an owner of the company.

Mr. Blucher Smith is “of counsel” to the company and has been associated with it since 1946.

Mr. Alonzo Cantu is the company’s current owner, having become a part-owner in 2003. Mr. Cantu has been a successful builder, developer and bank director in Hidalgo County for over 20 years.

I joined Valley Land Title Company as its Chief Executive Officer in March of 2006 after a 30 year career in the commercial banking industry.

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact has been with Mr. Joe Pena, Director for the Hidalgo County Right of Way Department. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena is also our point of contact. In addition, since 2003 we were contracted to work with L& G Engineering (2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

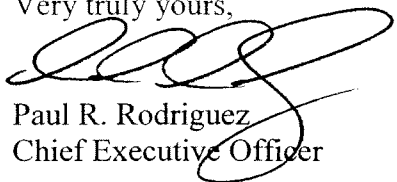
Delivery of Services

With the historical data and human resources at our disposal, we can produce a title report as quickly as any of our competitors in the title company business in Hidalgo County. Our experience tells us, however, that it is unreasonable and misleading to pledge to you that we can always provide a title report in a certain number of days after an order is submitted. If the property involved has a “lot and block” legal description, it is reasonable to expect a title report within four business days. Properties that have less specific legal descriptions, on the other hand, can take over a week to complete.

Providing a final title policy on any property will be contingent on the number and complexity of items to be cleared from the various schedules required to be submitted with that policy. Properties that are relatively clear of pending items can have policies produced well within seven to ten days. In other cases, especially in dealing with more remote locations, it can take weeks to properly produce a policy.

We appreciate the opportunity to submit this Request for Proposals and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,



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

1. 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-03

DATE (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	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 #
INSURED Valley Land Title Company, Ltd & Water Tower Centre 612 Nolana, suite 570 McAllen TX 78504	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 ADD'L LTR	INSRD	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
A						BODILY INJURY (Per person)	\$
A						BODILY INJURY (Per accident)	\$
A			\$1,000,000			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 NH) 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 STATU-TORY LIMITS <input type="checkbox"/> OTHER	
						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

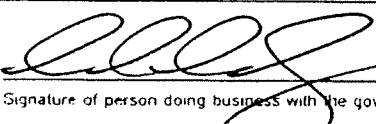
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity 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.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <p>Date Received</p>	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">Valley Land Title Co.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="margin-left: 100px;"><u>N/A. None.</u></p> <p style="margin-left: 150px; font-size: x-small;">Name of Officer</p> <p style="font-size: x-small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No N/A.</p> <p>B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No N/A.</p> <p>C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No N/A.</p> <p>D Describe each employment or business relationship with the local government officer named in this section.</p> <p style="margin-left: 100px; text-align: center;">N/A.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="font-size: 2em; font-family: cursive; margin-left: 20px;"></p> <p style="font-size: x-small;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: right; font-size: x-small;"> <p>Filed for Record in: Hidalgo County by Aurora Garza Jr. County Clerk</p> <p>On: Dec 03, 2009 at 10:56A</p> <p>as a Recording</p> <p>Document Number: 2056270 Total Fees: 16.00</p> <p>Recorder Number - 1085207 Lee Krizan Deputy</p> </div> </div>		

06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO


Affiant, Paul R. Rodriguez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

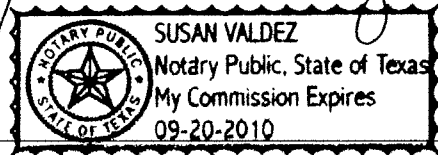
(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: 
Paul R. Rodriguez, Chief Executive Officer

Subscribed and sworn to before me this 16th day of Nov, 2009.



Notary Public



My commission expires: _____, 200__.



**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Valley Land Title Co. LTD Telephone No. (956)383-2708		
dba Name: Valley Land Title Company		
Legal Name: Valley Land Title Co., LTD		
Mailing Address: 612 Nolana Ste. 570	Fax No. (956)217-3122	
Physical Address: McAllen, Texas 78504 (both physical & mailing)		
City, State, Zip	Tax I.D. No. 20-4064406	
Remit to Address: <u>same as above</u>	City, State, Zip	
E-Mail Address: rodriguezp@valleylandtitleco.com		
Representative(s) Name(s) & Title(s) Paul R. Rodriguez, Chief Executive Officer		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Other, Specify <u>Limited Partnership</u>		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. 20-4064406		
State of Incorporation: _____ Date: _____ Other: Registered in State of Texas		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Real Estate Title Insurance</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Paul R. Rodriguez, Chief Executive Officer		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:		<u>Real Estate Title Insurance & Title Evidence</u>
Would you like to be provided with specifications for procurements of such products?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Valley Land Title Co., LTD	
Business name, if different from above Valley Land Title Company	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 612 Nolana, Ste. 570 Water Tower Center	Requester's name and address (optional)
City, state, and ZIP code McAllen, Texas 78504	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
2 0 4 0 6 1 4 1 0 6

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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 (IRS) 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, and
3. I am a U.S. person (including a U.S. resident alien).

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 you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, 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. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 11/16/09
-----------	----------------------------	------------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,