

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HIDALGO     §

**PROFESSIONAL SERVICES CONTRACT**

**C-11-150-11-01**

**THIS AGREEMENT** is made effective the 28<sup>th</sup> day of November, 2011, by and between the **County of Hidalgo, Texas** ("County") and **Edwards Abstract & Title Co.** ("Company").

**WITNESSETH:**

**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.**

*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, 2011**, 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:

- 7.1. 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.
- 7.2. 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  
1615 So. Closner, Ste. J  
Edinburg, Texas 78539

If to Title Company Provider/Firm: Edwards Abstract and Title Co.  
Attn: Byron J. Lewis, CEO  
3111 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539

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.

**26. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

**EXECUTED** as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**TITLE COMPANY PROVIDER/FIRM:**

**NAME: Edwards Abstract and Title Co.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved on Commissioners' Court: \_\_\_\_\_ 2011.**

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

BY: \_\_\_\_\_

## EXHIBIT "A"

Services to be provided by Title Company  
Provider/Firm

**EXHIBIT A**  
**REQUIREMENTS**  
**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**  
**"TITLE COMPANY SERVICES POOL"**

**RFP NO: 2011-150-08-03CGA**

Hidalgo County is requesting sealed proposals from qualified and interested title companies in order to establish a pre-qualified pool of providers for “**Title Company Services Pool**” for the purposes of providing and rendering title policy related services on an “**As Needed/Non Exclusive Basis**” per project by all County Departments and/or applicable programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioner’s Court, the term of the pre-qualified pool of “**Title Company Services Pool**” **will be for a period of one (1) year period commencing November 28, 2011**, 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 with qualifications will be accepted until **9:30 A.M., Wednesday, August 03, 2011**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:  
**RFP NO: 2011-150-08-03CGA**

**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, JULY 27, 2011, at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL AT:**

[cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us) . RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY FRIDAY, JULY 29, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County

**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 w/qualifications (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 W/QUALIFICATIONS:**

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 W/QUALIFICATIONS:**

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:**

Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Services" will be for a period of one (1) year period commencing November 28, 2011, 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/pool 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: (IF APPLICABLE)**

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 sealed proposals w/qualifications from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for **“Title Company Services Pool”** for the purposes of providing and rendering title policy related services on an **“As Needed/Non-Exclusive/Purchase Order Basis”** per project for title company related services on an **“As Needed/Non-Exclusive/Purchase Order 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 timeline (business 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

**NOTE: \* 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 that timeframe.

### **V. INVOLUNTARY TERMINATION:**

The qualified vendor/firm(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.

**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, EVALUATION AND AWARD**

Hidalgo County Commissioner's Court may 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.

**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**

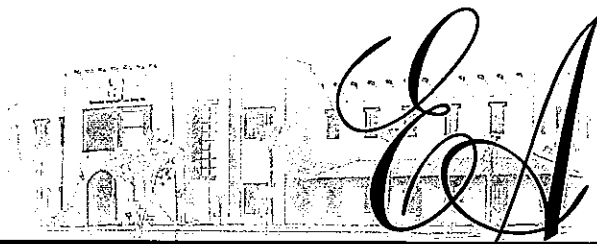
**PROPOSAL WITH QUALIFICATION SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

<b><u>US Postal Mail address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	<b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, August 03, 2011.**

# EXHIBIT "B"

## Fee Schedule



**ORIGINAL**

**EDWARDS ABSTRACT AND TITLE CO.**

**www.edwards-titleco.com**

123-1050

August 3, 2011

**Byron Jay Lewis**  
*Chairman of the Board*  
Chief Executive Officer  
956-383-4951

**Guy S. Huddleston, III**  
*President*  
Cameron County Division  
956-542-6777

**N. Michael Overly**  
*President*  
Hidalgo County Division  
956-687-6777

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

RE: Hidalgo County  
Request For Proposals - "Hidalgo County – Title Company Services"  
RFP NO. 2011-150-08-03CGA

717 N. Expressway  
Brownsville, Texas 78520  
(956) 542-6777  
Fax (956) 544-0592

3111 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539  
(956) 383-4951  
Fax (956) 383-5443

1205 S. 77 Sunshine Strip  
Harlingen, Texas 78550  
(956) 425-6777  
Fax (956) 425-2811

4228 N. McColl Road  
McAllen, Texas 78504  
(956) 682-4951  
Fax (956) 631-3504

2506 E. Griffin Parkway  
Mission, Texas 78572  
(956) 583-1220  
Fax (956) 583-1798

2009 Padre Blvd  
South Padre Island, Texas 78597  
(956) 761-6777  
Fax (956) 761-4613

2290 W. Pike Blvd Ste 101  
Weslaco, Texas 78596  
(956) 973-9654  
Fax (956) 968-7163

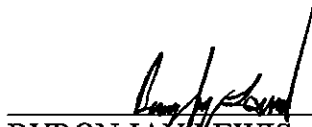
Dear Ms. Salazar:

Enclosed please find one original and seven copies of the following items in connection with the above-described request for proposals:

1. Request for Proposal
2. Statement of Qualifications
3. Certificate of Insurance
4. Insurance Requirement Acknowledgment
5. Project Requirements Acknowledgment
6. Conflict of Interest Questionnaire
7. Proposer's Affidavit
8. Bidder/Vendor Application
9. W-9 Form
10. Certification Regarding Debarment, Suspension and Ineligibility

Very truly yours,  
EDWARDS ABSTRACT AND TITLE CO.

BY:

  
BYRON JAY LEWIS, Chairman/CEO

Enclosures



EDWARDS ABSTRACT AND TITLE CO.

EVALUATION & SELECTION CRITERIA  
TITLE COMPANY SERVICES POOL

II. REQUIREMENTS

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

- (a) FIRM NAME: Edwards Abstract and Title Co.  
3111 W. Freddy Gonzalez Drive  
Edinburg, TX 78539
- (b) NAME, POSITION, PHONE, AND FAX NUMBER OF POINT OF CONTACT (POC):  
**Byron Jay Lewis, Chairman of the Board/Chief Executive Officer**  
(956) 383-4951  
(956) 289-3001 (Direct Fax)  
[byron.lewis@edwards-titleco.com](mailto:byron.lewis@edwards-titleco.com)
- N. Michael Overly, President/Hidalgo County Division**  
(956) 682-4951  
(956) 289-4355 (Direct Fax)  
[mike.overly@edwards-titleco.com](mailto:mike.overly@edwards-titleco.com)
- (c) NAME OF PRINCIPAL/OWNER AND NUMBER OF YEARS IN BUSINESS:  
Byron Jay Lewis has served as President of Edwards Abstract and Title Co. since October 2001. Prior to heading the Edwards team, Mr. Lewis served as counsel to Edwards Abstract and Title Co. effective April 1, 1999. Previously, Mr. Lewis was in private practice with the law firm of Henrichson & Lewis with concentration in real estate law. Mr. Lewis is board certified by the Texas Board of Legal Specialization in Commercial and Residential Real Estate Law.

In September 2010, Edwards Abstract and Title Co. expanded the service area to include three branch offices in Cameron County located in Brownsville, Harlingen and South Padre Island.

(d) PROVIDE THE NUMBER OF STAFF MEMBERS AVAILABLE IN ORDER TO RENDER (BUT NOT LIMITED TO) ALL THE SERVICES DESCRIBED AND LISTED THEREIN:

In Hidalgo County, Edwards Abstract and Title Co. has a team of 53 title insurance industry professionals. This includes members of the management team, branch managers, escrow officers and assistants; title plant personnel; accounting; legal staff and support teams. The average years of service and experience per employee are more than 15 years. The law firm of Lewis, Monroe and Pena serves as counsel to Edwards Abstract and Title Co. and operates at 3111 W. Freddy Gonzalez Drive in Edinburg, TX. In addition, the three branch offices in Cameron County employ 22 title insurance industry professionals.

Title Plant Team – 11 Examiners and support staff including five individuals with over 25 years experience each.

Escrow Officers and Assistants – 14 members of the Escrow Team are available. These include at least five escrow officers with 25 years or more of experience.

Support teams include 28 members of the Edwards team who oversee accounting; policy department; law firm; technology; marketing and other service staff.

**Other Important Facts:**

The Title Plant Manager/Title Attorney was in private practice as a real estate attorney handling commercial, municipal and residential files for over 25 years and has served Edwards in the current capacity for the past nine years. He oversees a staff of eleven and handles primarily the acreage and commercial orders.

The Assistant Plant Manager has worked in the title insurance industry for almost 32 years and has headed the title plant responsibilities for three local title companies. Her area of expertise is acreage, porciones, drainage district history and relevant mapping. She is also responsible for keeping current updates of land records for staff utilization via Edwards' technological resources.

The career of the Executive Vice President/Commercial Closing Specialist has spanned over 37 years....all of those years dedicated to Edwards Abstract and Title Co. title plant. She held the position of Title Plant Operations Manager until 2008 when she received a promotion to her current position. She is an experienced title professional whose area of expertise includes acreage, porciones, governmental entities, county and municipal work. She also has a close working relationship with many of the real estate attorneys of the area and is highly respected in her field.

- (e) GOVERNMENTAL PROJECTS WITH NAMES, ADDRESSES AND PHONE NUMBERS OF REPRESENTATIVES WHO CAN BE CONTACTED FOR REFERENCES:
- a. Hidalgo County San Carlos Drainage Project – North Branch Drain  
Raul E. Segin, P.E.  
Hidalgo County Drainage Improvements Department  
raul.segin@co.hidalgo.tx.us  
956-566-1974
  
  - b. U. S. Dept of Housing and Urban Development  
106 S. St. Mary's St. #405  
San Antonio, TX 78205  
RE: Colorado Mission Partnership. LTD – Sharyland Plantation Project  
3401 Allen Parkway Ste 200  
Houston, TX 77019
  
  - c. Mission - Anzalduas Border Station Project – City of McAllen  
Ms. Gerri Barsotti  
U.S. General Services Administration  
Portfolio Management, 7PT  
819 Taylor St. Room 12B1  
Ft Worth, TX 76102-0300
  
  - d. U. S. Border Patrol Headquarters in Edinburg, Texas  
Buyer: United States of America  
Anna Gordon, U. S. Army Corps of Engineers – Galveston District  
409-766-3820
  
  - e. Federal Bureau of Investigation Building – McAllen, Texas  
Buyer: Dominion Leasing Investments, LLC  
P. O. Box 727  
Edmond Oklahoma 73034  
405-348-9817
  
  - f. United States Dept. of the Interior- Fish and Wildlife Service  
Sharon Williams  
Rt. 2 Box 202-A  
Alamo, Texas 78516  
956-787-3079

(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:**

Lot and block – 1 to 2 business days

Acreage - 3 to 5 business days

➤ **State your firm's/company's timeline (business days) to issue a Title Commitment(s)**

Service has been the key to the company's longevity in the market during the past 131 years. Edwards Abstract and Title Co. has the capability to provide a title commitment in one day; with a usual turn around time of one to two business days for lot and block and/or three to five business days for acreage files.

➤ **Provide a copy of the Texas Title Insurance Premium Rates**

A copy of the Texas Title Insurance Premium Rates is included in the packet.

➤ **Days to complete escrow agent services**

The completion of the escrow service is dependent on the sales contract between buyer and seller and the lender requirements (if applicable). The applicable rate for escrow services begins at \$500.00 and is subject to change.

➤ **State how many personnel or staff will be assigned and committed to render the services required.**


All of the necessary staff and other resources will be made available including escrow officers, legal dept., policy dept. and others members of the support teams to perform the County's requests and/or purchase orders.


➤ **OTHER SERVICES NOT LISTED IN THE TEXAS TITLE INSURANCE PREMIUM RATES.**

Edwards Abstract and Title Co. offers services such as title reports, environmental run sheets, nothing further certificates and lien checks.

<u>Description:</u>	<u>Cost:</u>
Title Reports	\$350.00 plus tax for lot and block; \$450.00 plus tax for acreage
Environmental Run Sheets	\$250.00 (subject to change)
Nothing Further Certificates	\$200.00
Lien Search	\$ 75.00 per name on account
Closing Document Preparation	usually \$60 to \$90 per document

DATE: 8/1/11

BY:   
BYRON JAY LEWIS, CHAIRMAN OF THE BOARD/CHIEF EXECUTIVE OFFICER  
EDWARDS ABSTRACT AND TITLE CO.

  
BY: N. MICHAEL OVERLY, PRESIDENT/HIDALGO COUNTY DIVISION  
EDWARDS ABSTRACT AND TITLE CO.



EDWARDS ABSTRACT AND TITLE CO.

### **About Edwards Abstract and Title Co.**

Years in business – Edwards Abstract and Title Co. was founded in 1880 with records of Hidalgo and Starr counties. The company was incorporated in 1926 and has been serving Hidalgo County for the past 131 years. Edwards Abstract and Title Co. offers the convenience of 7 branch offices throughout Cameron and Hidalgo Counties located in Edinburg, McAllen, Weslaco, Mission, Brownsville, Harlingen and South Padre Island. The title insurance provider has a comprehensive website available at [www.edwards-titleco.com](http://www.edwards-titleco.com) that provides vital information such as title insurance rates and calculator; identifies the company's title insurance professionals; services; branch offices and history in addition to links to helpful sites such as the area economic development corporations, chambers of commerce, realtor's organization and more.

Edwards Abstract and Title Co. is technologically advanced and offers a variety of services and products via the Edwards website. Keeping pace with the rapid changes in the title insurance industry and to address the needs of clients, the company has made a substantial investment in equipment and resources.

The upgrades have allowed Edwards Abstract and Title Co. to be the first in the market place to introduce **SureClose** transaction management system in 2004, Order Center in 2005 and E-Recording in 2006.

**SureClose** will allow County representatives to view the status of orders and access to pertinent documents 24 hours a day, seven days a week. On site training will be made available to designated users. The primary advantage of **SureClose** transaction management system is that the County representatives will be kept informed of any changes and up to date status of files saving time and keeping lines of communication open between Edwards Abstract and Title Co. and the County of Hidalgo.

**Order Center** offers the convenience of posting orders online via the Edwards' website 24 hours a day, seven days a week.

Edwards Abstract and Title Co. has partnered with the Hidalgo County Clerk's office to initiate the implementation of **E-Recording** and is the first title insurance company in the Rio Grande Valley that had this technology available effective 2006. **E-Recording** allows many benefits to the submitter such as same day electronic recording of real estate documents, reduction in travel costs to and from the County Clerk's office, faster policy generation, reduces "gap" risk, electronic funds transfer and the ability to submit documents anytime during the day.

# EXHIBIT "C"

## Insurance Requirements

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/29/2011

PRODUCER (956)686-8323 FAX (888)512-2080  
 Bert Whisenant Insurance  
 816 East Hackberry Avenue  
 McAllen, TX 78501  
 Rosalinda Solis

INSURED Edwards Abstract and Title, LLC  
 DBA: Edwards Abstract and Title Co.  
 3111 W Freddy Gonzalez Dr  
 Edinburg, TX 78539

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:	Hallmark General Agency	
INSURER B:	Columbia Insurance Group	
INSURER C:		
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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	44CL448860-04	03/20/2011	03/20/2012	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/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	44CL448860-04	03/20/2011	03/20/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	44CU468730-00	03/20/2011	03/20/2012	EACH OCCURRENCE	\$ 4,000,000
					AGGREGATE	\$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCA9026492-11	01/01/2011	01/01/2012	WC STATUTORY LIMITS	
					OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is listed as Additional Insured on the General Liability & Business Auto policy.

## CERTIFICATE HOLDER

Hidalgo County  
 2812 S. Highway Business 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. R. Whisenant, Jr./ROS

*B.R. Whisenant, Jr.*