



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

E-12-296A-11-20

November 15, 2012

Sierra Title Co.
C/O John R. King
3401 N. 10th Street
McAllen, Texas 78501

Via email: nmartinez@mca.sierratitle.com
Effective from: 11-28-2012 thru 11-27-2013

Re: C-11-150a-11-01
"Title Company Services"

Dear Mr. King:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's final one (1) year option to exercise an extension as provided in the current contract under the same rates, terms and conditions. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of November 20, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, November 16, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-11-150a-11-01

THIS AGREEMENT is made effective the 28th day of November, 2011, by and between the **County of Hidalgo, Texas** ("County") and **Sierra Title of Hidalgo County Inc.** ("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. 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.

14. 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.

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

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Company Provider/Firm, and not otherwise.

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

18. Hold Harmless. In the event Title Company 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.

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

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

If to County:

County of Hidalgo
Attention: County Judge
1615 So. Closner, Ste. J

Edinburg, Texas 78539

If to Title Company Provider/Firm: Sierra Title of Hidalgo County Inc.
Attn: John R. King
3401 N. 10th Street
McAllen, Texas 78501

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

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

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

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

24. Authority. The execution and performance of this Contract by County and Title Company 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.

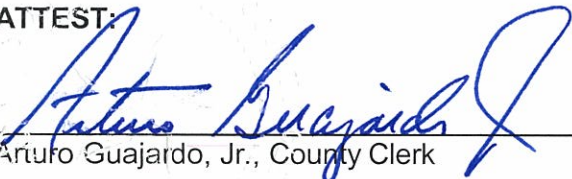
25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, 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.

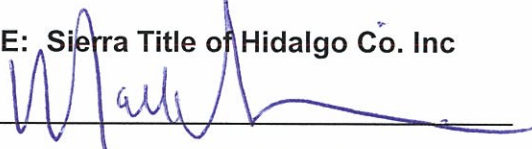
COUNTY OF HIDALGO, TEXAS

By: 
Ramon Garcia, County Judge

ATTEST:

Ariufo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 11/1/11 gcm

TITLE COMPANY PROVIDER/FIRM:

NAME: **Sierra Title of Hidalgo Co. Inc**
By: 
Printed Name: MATTHEW T. WUSAU
Title: VICE PRESIDENT, ESCROW

Approved on Commissioners' Court: November 01, 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 . **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:

| | |
|---|---|
| <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> |
|---|---|

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, August 03, 2011.**

EXHIBIT "B"

Fee Schedule



Fidelity National Title
Insurance Company

Alamo Title Insurance

800-654-7041 or 800-292-5320



SCHEDULE OF BASIC RATES
FOR TITLE INSURANCE

Prescribed by Texas Department of Insurance effective February 1, 2007

| Polices Up To And Including | Basic Premium | Polices Up To And Including | Basic Premium | Polices Up To And Including | Basic Premium |
|-----------------------------|---------------|-----------------------------|---------------|-----------------------------|---------------|
| \$10,000 | 229 | \$47,000 | 481 | \$84,000 | 734 |
| 10,500 | 233 | 47,500 | 485 | 84,500 | 739 |
| 11,000 | 235 | 48,000 | 489 | 85,000 | 742 |
| 11,500 | 239 | 48,500 | 493 | 85,500 | 745 |
| 12,000 | 243 | 49,000 | 496 | 86,000 | 748 |
| 12,500 | 246 | 49,500 | 499 | 86,500 | 752 |
| 13,000 | 250 | 50,000 | 503 | 87,000 | 756 |
| 13,500 | 254 | 50,500 | 506 | 87,500 | 759 |
| 14,000 | 257 | 51,000 | 508 | 88,000 | 762 |
| 14,500 | 260 | 51,500 | 512 | 88,500 | 766 |
| 15,000 | 262 | 52,000 | 516 | 89,000 | 770 |
| 15,500 | 266 | 52,500 | 520 | 89,500 | 772 |
| 16,000 | 270 | 53,000 | 523 | 90,000 | 775 |
| 16,500 | 274 | 53,500 | 527 | 90,500 | 779 |
| 17,000 | 277 | 54,000 | 530 | 91,000 | 783 |
| 17,500 | 281 | 54,500 | 533 | 91,500 | 787 |
| 18,000 | 285 | 55,000 | 536 | 92,000 | 789 |
| 18,500 | 287 | 55,500 | 539 | 92,500 | 793 |
| 19,000 | 290 | 56,000 | 544 | 93,000 | 797 |
| 19,500 | 293 | 56,500 | 547 | 93,500 | 801 |
| 20,000 | 298 | 57,000 | 550 | 94,000 | 802 |
| 20,500 | 301 | 57,500 | 554 | 94,500 | 806 |
| 21,000 | 305 | 58,000 | 558 | 95,000 | 811 |
| 21,500 | 308 | 58,500 | 560 | 95,500 | 814 |
| 22,000 | 312 | 59,000 | 564 | 96,000 | 816 |
| 22,500 | 315 | 59,500 | 567 | 96,500 | 820 |
| 23,000 | 318 | 60,000 | 571 | 97,000 | 824 |
| 23,500 | 321 | 60,500 | 575 | 97,500 | 828 |
| 24,000 | 325 | 61,000 | 578 | 98,000 | 830 |
| 24,500 | 328 | 61,500 | 581 | 98,500 | 834 |
| 25,000 | 332 | 62,000 | 585 | 99,000 | 836 |
| 25,500 | 335 | 62,500 | 589 | 99,500 | 841 |
| 26,000 | 339 | 63,000 | 591 | 100,000 | 843 |
| 26,500 | 342 | 63,500 | 594 | | |
| 27,000 | 345 | 64,000 | 598 | | |
| 27,500 | 348 | 64,500 | 602 | | |
| 28,000 | 352 | 65,000 | 605 | | |
| 28,500 | 355 | 65,500 | 608 | | |
| 29,000 | 359 | 66,000 | 612 | | |
| 29,500 | 362 | 66,500 | 617 | | |
| 30,000 | 366 | 67,000 | 620 | | |
| 30,500 | 369 | 67,500 | 621 | | |
| 31,000 | 373 | 68,000 | 625 | | |
| 31,500 | 376 | 68,500 | 629 | | |
| 32,000 | 379 | 69,000 | 632 | | |
| 32,500 | 383 | 69,500 | 635 | | |
| 33,000 | 386 | 70,000 | 640 | | |
| 33,500 | 390 | 70,500 | 644 | | |
| 34,000 | 393 | 71,000 | 647 | | |
| 34,500 | 397 | 71,500 | 649 | | |
| 35,000 | 400 | 72,000 | 652 | | |
| 35,500 | 404 | 72,500 | 656 | | |
| 36,000 | 407 | 73,000 | 660 | | |
| 36,500 | 410 | 73,500 | 663 | | |
| 37,000 | 413 | 74,000 | 667 | | |
| 37,500 | 417 | 74,500 | 671 | | |
| 38,000 | 421 | 75,000 | 674 | | |
| 38,500 | 425 | 75,500 | 676 | | |
| 39,000 | 427 | 76,000 | 680 | | |
| 39,500 | 431 | 76,500 | 683 | | |
| 40,000 | 434 | 77,000 | 687 | | |
| 40,500 | 438 | 77,500 | 690 | | |
| 41,000 | 440 | 78,000 | 694 | | |
| 41,500 | 445 | 78,500 | 698 | | |
| 42,000 | 448 | 79,000 | 702 | | |
| 42,500 | 452 | 79,500 | 703 | | |
| 43,000 | 454 | 80,000 | 707 | | |
| 43,500 | 458 | 80,500 | 711 | | |
| 44,000 | 461 | 81,000 | 715 | | |
| 44,500 | 465 | 81,500 | 717 | | |
| 45,000 | 469 | 82,000 | 721 | | |
| 45,500 | 472 | 82,500 | 725 | | |
| 46,000 | 475 | 83,000 | 729 | | |
| 46,500 | 479 | 83,500 | 731 | | |

See Calculation
Chart for policies in
Excess of \$100,000

| | |
|---------|-------|
| 101,000 | 848 |
| 102,000 | 854 |
| 103,000 | 859 |
| 104,000 | 864 |
| 105,000 | 870 |
| 106,000 | 875 |
| 107,000 | 880 |
| 108,000 | 886 |
| 109,000 | 891 |
| 110,000 | 896 |
| 111,000 | 902 |
| 112,000 | 907 |
| 113,000 | 912 |
| 114,000 | 918 |
| 115,000 | 923 |
| 116,000 | 928 |
| 117,000 | 934 |
| 118,000 | 939 |
| 119,000 | 944 |
| 120,000 | 950 |
| 121,000 | 955 |
| 122,000 | 960 |
| 123,000 | 966 |
| 124,000 | 971 |
| 125,000 | 977 |
| 126,000 | 982 |
| 127,000 | 987 |
| 128,000 | 993 |
| 129,000 | 998 |
| 130,000 | 1,003 |
| 131,000 | 1,009 |
| 132,000 | 1,014 |
| 133,000 | 1,019 |
| 134,000 | 1,025 |
| 135,000 | 1,030 |
| 136,000 | 1,035 |
| 137,000 | 1,041 |

Effective February 1, 2007

TITLE INSURANCE PREMIUM RATES FOR TEXAS

IMPORTANT - READ CAREFULLY
FOR POLICIES IN EXCESS OF \$100,000 AND EXACT AMOUNT
OF INSURANCE NOT LISTED BELOW, CALCULATE RATES AS FOLLOWS:

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

- For policies of \$100,001 - \$1,000,000
Basic Premium
(1) Subtract \$100,000 from policy amount.
(2) Multiply result in 1. (1) by \$.00534 and round to nearest whole dollar.
(3) Add \$843 to result in 1. (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 \$.00439 and round to nearest whole dollar.
(3) Add \$5,649 to result in 2. (2).
- 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 \$.00362 and round to nearest whole dollar.
(3) Add \$23,209 to result in 3. (2).
- 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 \$.00257 and round to nearest whole dollar.
(3) Add \$59,409 to result in 4. (2).
- 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 \$.00154 and round to nearest whole dollar.
(3) Add \$85,109 to result in 5. (2).

OPENED
9:45
8-3-11
Witnessed
[Signature]

| Specific Amount | Basic Premium | Specific Amount | Basic Premium | Specific Amount | Basic Premium |
|-----------------|---------------|-----------------|---------------|-----------------|---------------|
| \$138,000 | 1,046 | \$188,000 | 1,313 | \$ 238,000 | 1,580 |
| 139,000 | 1,051 | 189,000 | 1,318 | 239,000 | 1,585 |
| 140,000 | 1,057 | 190,000 | 1,324 | 240,000 | 1,591 |
| 141,000 | 1,062 | 191,000 | 1,329 | 241,000 | 1,596 |
| 142,000 | 1,067 | 192,000 | 1,334 | 242,000 | 1,601 |
| 143,000 | 1,073 | 193,000 | 1,340 | 243,000 | 1,607 |
| 144,000 | 1,078 | 194,000 | 1,345 | 244,000 | 1,612 |
| 145,000 | 1,083 | 195,000 | 1,350 | 245,000 | 1,617 |
| 146,000 | 1,089 | 196,000 | 1,356 | 246,000 | 1,623 |
| 147,000 | 1,094 | 197,000 | 1,361 | 247,000 | 1,628 |
| 148,000 | 1,099 | 198,000 | 1,366 | 248,000 | 1,633 |
| 149,000 | 1,105 | 199,000 | 1,372 | 249,000 | 1,639 |
| 150,000 | 1,110 | 200,000 | 1,377 | 250,000 | 1,644 |
| 151,000 | 1,115 | 201,000 | 1,382 | 300,000 | 1,911 |
| 152,000 | 1,121 | 202,000 | 1,388 | 400,000 | 2,445 |
| 153,000 | 1,126 | 203,000 | 1,393 | 500,000 | 2,979 |
| 154,000 | 1,131 | 204,000 | 1,398 | 600,000 | 3,513 |
| 155,000 | 1,137 | 205,000 | 1,404 | 700,000 | 4,047 |
| 156,000 | 1,142 | 206,000 | 1,409 | 800,000 | 4,581 |
| 157,000 | 1,147 | 207,000 | 1,414 | 900,000 | 5,115 |
| 158,000 | 1,153 | 208,000 | 1,420 | 1,000,000 | 5,649 |
| 159,000 | 1,158 | 209,000 | 1,425 | 2,000,000 | 10,039 |
| 160,000 | 1,163 | 210,000 | 1,430 | 3,000,000 | 14,429 |
| 161,000 | 1,169 | 211,000 | 1,436 | 4,000,000 | 18,819 |
| 162,000 | 1,174 | 212,000 | 1,441 | 5,000,000 | 23,209 |
| 163,000 | 1,179 | 213,000 | 1,446 | 6,000,000 | 26,829 |
| 164,000 | 1,185 | 214,000 | 1,452 | 7,000,000 | 30,449 |
| 165,000 | 1,190 | 215,000 | 1,457 | 8,000,000 | 34,069 |
| 166,000 | 1,195 | 216,000 | 1,46 | 9,000,000 | 37,689 |
| 167,000 | 1,201 | 217,000 | 1,468 | 10,000,000 | 41,309 |
| 168,000 | 1,206 | 218,000 | 1,473 | 11,000,000 | 44,929 |
| 169,000 | 1,211 | 219,000 | 1,478 | 12,000,000 | 48,549 |
| 170,000 | 1,217 | 220,000 | 1,484 | 13,000,000 | 52,169 |
| 171,000 | 1,222 | 221,000 | 1,489 | 14,000,000 | 55,789 |
| 172,000 | 1,227 | 222,000 | 1,494 | 15,000,000 | 59,409 |
| 173,000 | 1,233 | 223,000 | 1,500 | 16,000,000 | 61,979 |
| 174,000 | 1,238 | 224,000 | 1,505 | 17,000,000 | 64,549 |
| 175,000 | 1,244 | 225,000 | 1,511 | 18,000,000 | 67,119 |
| 176,000 | 1,249 | 226,000 | 1,516 | 19,000,000 | 69,689 |
| 177,000 | 1,254 | 227,000 | 1,521 | 20,000,000 | 72,259 |
| 178,000 | 1,260 | 228,000 | 1,527 | 21,000,000 | 74,829 |
| 179,000 | 1,265 | 229,000 | 1,532 | 22,000,000 | 77,399 |
| 180,000 | 1,270 | 230,000 | 1,537 | 23,000,000 | 79,969 |
| 181,000 | 1,276 | 231,000 | 1,543 | 24,000,000 | 82,539 |
| 182,000 | 1,281 | 232,000 | 1,548 | 25,000,000 | 85,109 |
| 183,000 | 1,286 | 233,000 | 1,553 | 26,000,000 | 86,649 |
| 184,000 | 1,292 | 234,000 | 1,559 | 27,000,000 | 88,189 |
| 185,000 | 1,297 | 235,000 | 1,564 | 28,000,000 | 89,729 |
| 186,000 | 1,302 | 236,000 | 1,569 | 29,000,000 | 91,269 |
| 187,000 | 1,308 | 237,000 | 1,575 | 30,000,000 | 92,809 |

Effective February 1, 2007

EXHIBIT "C"

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2013

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

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

| | | | |
|--|--|--|--|
| PRODUCER IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218 | | CONTACT NAME: PHONE (A/C, No, Ext): (210) 646-9870 FAX (A/C, No): (210) 646-8418 E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A : Liberty Surplus Insurance Corp | |
| | | NAIC # | |
| | | 10725 | |
| INSURED Sierra Title Group 3409 N. 10Th Street Mc Allen, TX 78501 | | INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

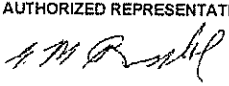
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|------------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION S | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Errors & Omissions | | | EO5NAAQVUX002 | 10/29/2013 | 10/29/2014 | Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See Attached List of Locations

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Hidalgo County Attn: Purchasing Dept. 2812 S. Hwy Bus. 281 Edinburg, TX 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

**ADDITIONAL REMARKS SCHEDULE**

| | | | |
|--|-----------------------------|--|--|
| AGENCY IBC Insurance Agency, LTD | | NAMED INSURED Sierra Title Group | |
| POLICY NUMBER SEE PAGE 1 | | 3409 N. 10Th Street Mc Allen, TX 78501 | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:**Locations:**

Sierra Title of Hidalgo County, Inc.
McAllen Office
3401 N. 10th St.
McAllen, Tx 78501

Sierra Title Company
120 Shadow Mountain
El Paso, Tx. 79912

Edinburg Office
109 N. 10th St.
Edinburg, Tx. 78539

4849 N. Mesa Ste. 100
El Paso, Tx. 79912

Weslaco Office
301 W. Business Hwy 83
Weslaco, Tx. 78596

1635 Lee Trevino Ste.A
El Paso, Tx. 79936

Sierra Title of Cameron & Willacy County, Inc.
3311 Padre Blvd Ste. E
South Padre Island, Tx 78597

12300 Montwood Dr.
El Paso, Tx. 79928

1902 E. Harrison
Harlingen, Tx. 78550

9870 Gateway North Ste. B-5
El Paso, Tx 79924

1225 Stuart Place Rd.
Harlingen, Tx 78552

Great Western Abstract & Title Company, LLC.
6350 Escondido Ste. D23
El Paso, Tx. 79912

2335 Hudson Blvd. Ste. 100
Brownsville, Tx 78526

Sierra Title Company
141 Roadrunner Pkwy Ste 121
Las Cruces, New Mexico 88011

1765 E. Price Rd.
Brownsville, Tx 78521

565 W. Hidalgo
Raymondville, Tx. 78580