

**EXHIBIT A**  
**Requirements**

**REQUEST FOR PROPOSAL**

**HIDALGO COUNTY**

***“Title Company Services-Pool”***

**RFP NO: 2018-005-00-00-YZV**

(NIGP CODES: 968-66-Title Services ROW; 946-46-Title & Escrow Services)

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.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, January 03, 2018.** ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

## **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

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.

### **PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

### **NON-DISCRIMINATION:**

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

### **PROCESSING TIME FOR PAYMENT:**

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

### **ELECTRONIC TRANSMISSION OF PROPOSALS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

### **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or

services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

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

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

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

**HAND DELIVERED PROPOSALS:**

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

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

**WAIVING OF INFORMALITIES:**

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

**SUBCONTRACTING:**

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

**RFP QUESTIONS AND ANSWERS:**

Any protest(s) or question(s) regarding the requirements procedures must be received in the Purchasing Department via e-mail: [volanda.velasquez@co.hidalgo.tx.us](mailto:volanda.velasquez@co.hidalgo.tx.us) BY NO LATER THAN **Wednesday, December 28, 2017 at 5:00 p.m.** Responses will be sent to all applicants VIA EMAIL by **Thursday, December 29, 2017 at 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**TERM OF CONTRACT:**

Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Related Services" will be for a period of one (1) year period 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 RFP/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.

### **PURPOSE:**

Hidalgo County is requesting sealed proposals 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 time frame.

**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 four (4) copies and four usb’s/or cd’s. Submittal envelope must show the RFP number, name and acceptance date.**

Deliver Submittal to:  
**RFP NO: 2018-008-00-00-YZV**

**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

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

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

DRAFT

## **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 its best interest to do so.

#### **EVALUATION SYSTEM:**

Request for Proposals will be evaluated based on the criteria presented below.

Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s).

***IN THE EVENT THAT A TITLE COMMITMENT IS REQUESTED AND NO TITLE POLICY IS NECESSARY OR PURCHASED, HIDALGO COUNTY PAYS A MAXIMUM OF THREE HUNDRED DOLLARS (\$300.00) FOR THE SERVICES.***

- 1) **FIRM'S STAFFING AND EXPERIENCE - (20 pts)**
  - a) Experience of years in business
  - b) Staffing level/experience of staff
  
- 2) **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED- (45 pts)**
  - a) Days between "Order" and "Title Commitment":
  - b) Days to complete "Title Policy";
  - c) Days to complete "Escrow Agent Services";
  - d) Staff assigned to County's work;
  
- 3) **EXPERIENCE- (15 pts)**
  - a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures;
  - b) Number of similar governmental projects listed;
  
- 4) **COST OF SERVICES REQUESTED HEREIN- (10 pts)**
  - a) Provides the required services at a reasonable cost.
  
- 5) **COST OF "OTHER SERVICES" PROPOSED- (10 pts)**
  - a) Provides other services at a reasonable cost.

**OVERALL TOTAL POINTS = 100**

**EXHIBIT-“B”**

Evaluation Form

**Hidalgo County (all funding sources)**  
**“Title Company Related Services-Pool”**

RFP NO.: 2016-00502-07-YZV

<b>Selection Criteria</b>	<b>Maximum Points breakdown</b>	<b>Score</b>
<b>1) FIRM'S QUALIFICATIONS AND STAFFING: (maximum points 20)</b>		
(a) Number of years in business	0-10	
(b) Number of staff/personnel in each area of service required	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>2) FIRM CAPABILITIES TO PERFORM ALL SERVICES REQUIRED: (maximum points-45)</b>		
(a) Days between “Order” and “Title Commitment”	0-15	
(b) Days to complete “Order” and “Title Policy”	0-15	
(c) Days to complete “Escrow Agent Services”	0-5	
(d) Staff assigned to County’s work	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>3) EXPERIENCE (maximum points-15)</b>		
(a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures	<b>0-10</b>	
(b) Number of similar governmental projects listed	<b>0-5</b>	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>4) COST OF SERVICES REQUESTED HEREIN (maximum points-10)</b>		
(a) Provides the required services at a reasonable cost.	<b>0-10</b>	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>5) COST OF “OTHER SERVICES” PROPOSED (maximum points-10)</b>		
(a) Provides other services at a reasonable cost.	<b>0-10</b>	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>

**TOTAL SCORE:**

COMPANY/FIRM: \_\_\_\_\_

EVALUATOR'S NAME & TITLE \_\_\_\_\_ Title: \_\_\_\_\_  
PRINT

COUNTY DEPT: \_\_\_\_\_ DATE: \_\_\_\_\_

# EXHIBIT C

## **Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)**

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

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

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

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

**ACORD****CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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**

INSURED

INSURER A:

INSURER B:

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

**Hidalgo County**  
**Attn: Purchasing Department**  
**2812 S Highway Bus. 281**  
**Edinburg, Texas 78539**

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

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the **APPLICABLE:**

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**PROFESSIONAL SERVICES AGREEMENT**

**C-18-005-00-00**

**THIS AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, **2018**, by and between the **County of Hidalgo, Texas** ("County") and \_\_\_\_\_ (Title Agent/Examiner).

**WITNESSETH:**

**WHEREAS**, the County requires services for: **"Title Report Related Services"** located within **Hidalgo County**;

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

**WHEREAS**, from which "Title Company Services" firm(s)/vendor has been selected from the "Pool" of pre-qualified Title Company Services from response to the Request for Proposals (RFP);

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

**WHEREAS**, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A", Request for Proposals (RFP) Procurement Packet and through its procured approved pool of "Title Company Services Pool".

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

**1. Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

***Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department of County or requesting department(s) to authorize and to secure additional time to comply.***

**2. Term.** This Agreement is for a period of **one (1) year**, effective, **March 28, 2018**, expiring, **March 27, 2019** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this Agreement for an additional sixty (60) day "grace period" at the end of the term of the Agreement for unforeseen delay of award for next term, under the same rates, terms and conditions.

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

**4. Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title

Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each [purchase](#) order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this [Agreement](#) and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph [21](#), hereof.

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

**6. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor [if any](#), the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**7. Amendments.** If it becomes necessary at any time during the [term of the Agreement](#) to change the scope of work, the [term](#), the maximum amount payable, the complexity, or the character of this [Agreement](#), an amendment must be prepared and executed within the [term of the Agreement](#). The County retains the right to reject any such amendment proposed by the

Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments **must** be in writing agreed to by all parties hereto and duly executed before the end of the **term** as specified **herein**.

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

**8. Reporting.** The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon **this Agreement**, including:

**8.1.** 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.

**8.2.** Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

**9. Ownership of Documents.** Upon completion or termination of this **Agreement**, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this **Agreement** shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County

under this [Agreement](#).

**10. Independent Contractor.** Title Agent/Examiner 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 Agent/Examiner under this [Agreement](#). Notwithstanding the foregoing sentence, Title Agent/Examiner 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 Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Voluntary Termination.** Title Agent/Examiner and County agree that this [Agreement](#) shall be in effect until this [Agreement](#) expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

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

**13. No Assignment.** Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this [Agreement](#) to any person without the prior written consent of County.

**14. Conflict.** Nothing in this [Agreement](#) 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 [Agreement](#) 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 [Agreement](#) 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 Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this [Agreement](#) , then County shall have the right to terminate this [Agreement](#) upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

**16. No Waiver.** No waiver by County of any breach of any provision of this [Agreement](#) 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 [Agreement](#) 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 [Agreement](#) not specifically set forth herein. This [Agreement](#) may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

**18. Venue.** This [Agreement](#) 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 Agent/Examiner 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 Agent/Examiner 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 Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Agreement 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 Agreement, 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 , 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  
Attn: County Judge  
100 East Cano, 2<sup>nd</sup> Floor (Admin. Bldg.)  
Edinburg, Texas 78539

If to Title Agent/Examiner:

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

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 [Agreement](#) .

**23. Binding Contract.** This [Agreement](#) 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 [Agreement](#) 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 [Agreement](#) by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this [Agreement](#) constitutes the valid and enforceable obligations of County and Title Agent/Examiner 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 Title Agent/Examiner. 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).

**27. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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

***APPROVED BY COMMISSIONER'S COURT: MONTH 00, 2018.***

**APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P**

**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

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

**TITLE AGENT/EXAMINER:**

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

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

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

**ATTEST:**

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

**EXHIBIT "A-1"**  
REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

**EXHIBIT "A"**

Services to be provided by Title Agent/Examiner

**EXHIBIT "B"**  
Fee Schedule

**EXHIBIT "C"**  
Insurance Certificate