



## REQUEST FOR PROPOSALS (RFP)

**Hidalgo County**  
Edinburg, Texas

*(Including all funding sources, programs and entities)*

### **“TITLE REPORT SERVICES POOL”**

**Acceptance Date: JUNE 13, 2018**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

Project Contact Information:

Leticia H. Saenz, CPPB / Contract Specialist III  
(956) 318-2626 Ext. 4861  
[Leticia.saenz@co.hidalgo.tx.us](mailto:Leticia.saenz@co.hidalgo.tx.us)

Form HCPD-04

- 1) Sealed proposals will be received for **“Title Report Services Pool” for Hidalgo County**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) **One (1) original, four (4) copies and four (4) USB's on PDF format** of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP No: 2018-159-06-13-LHS - “Title Report Services Pool” for Hidalgo County (including all funding sources, programs, and entities)**, and in County's Purchasing Department, *Physical Location address: 2802 S. Business Hwy. 281; Postal/Mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, June 13, 2018.*

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP No: 2018-159-06-13-LHS - “Title Report Services Pool” for Hidalgo County (including all funding sources, programs and entities).**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your proposal

- 1) Legal Notice (See page 8);
  - 2) Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  - 3) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  - 4) Vendor/Bidder Application & W-9 forms (See **Exhibit “E”**);
  - 5) Certification Regarding Debarment (See **Exhibit “F”**);
  - 6) Proposer's Affidavit (See **Exhibit “H”**);
  - 7) RFP Submittal Checklist and;
  - 8) SAMS.gov Registration Acknowledgement (See Number 18 below).
- 3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
  - 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

- 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 7) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 8) County reserves the right to accept or reject any or all proposals.
- 9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) Costs are to be net F.O.B., County Prepaid.
- 11) County is exempt from Federal Excise Tax, State Tax and Local Tax. **DO NOT** include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 12) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 13) **DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

14) **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful proposer
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract Number (if any)
  - d) Notation—“**Title Report Services Pool**” for Hidalgo County (including all funding sources, programs, and entities) – RFP No. **2018-159-06-13-LHS.**
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor’s Office**  
**Postal/Mailing: 2808 S. Business Hwy 281**  
**Edinburg, TX 78539**  
**956-318-2511**

15) **SCHEDULE OF EVENTS:**

**Proposal Acceptance / Opening, 9:30 A.M.**  
 Award of Contract:  
 Commence Service or Products:

<b>JUNE 13, 2018</b>

16) **HIDALGO COUNTY HOLIDAYS**

2018 YEAR	
<b>New Year’s Day</b>	<b>01/01/2018</b>
<b>Martin Luther King Day</b>	<b>01/15/2018</b>
<b>President’s Day</b>	<b>02/19/2018</b>
<b>Good Friday</b>	<b>03/30/2018</b>
<b>Memorial Day</b>	<b>05/28/2018</b>
<b>Independence Day</b>	<b>07/04/2018</b>
<b>Labor Day</b>	<b>09/03/2018</b>
<b>Columbus Day</b>	<b>10/08/2018</b>
<b>Veteran’s Day</b>	<b>11/12/2018</b>
<b>Thanksgiving Day</b>	<b>11/22-23/2018</b>
<b>Christmas Day</b>	<b>12/24-25/2018</b>
<b>New Year’s Eve</b>	<b>12/31/2018</b>

17) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**
- Register at System for Award Management (SAM's) @ [www.sam.gov](http://www.sam.gov)
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18) **TITLE VI NOTICE / NON-DISCRIMINATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G"**.

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**NOTICE:**

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20) **DISCLOSURE OF CONFLICT OF INTEREST:**

**Effective January 1, 2016, 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 Proposer 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.

**Complete Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 North Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFP No. 2018-159**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

- 21) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

- 23) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
- 24) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 25) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
- 26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
- 27) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

- 28) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 31) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
- 32) Proposers must provide **all** documentation requested with this Proposal in their response **(except for CIQ Form if NOT APPLICABLE)**. Failure to provide this information may result in rejection of the proposal as none conforming.

# Request for Proposals

For

## HIDALGO COUNTY

*(Including all funding sources, programs, and entities)*

### **“TITLE REPORT SERVICES POOL”**

**RFP No. 2018-159-06-13-LHS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM:

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ADDRESS:

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BY:

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PRINT NAME:

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TITLE:

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# **EXHIBIT A REQUIREMENTS**

## **REQUEST FOR PROPOSAL HIDALGO COUNTY**

*(Including all funding sources, programs and entities)*

### **"TITLE REPORT SERVICES POOL"**

**RFP NO: 2018-159-06-13-LHS**

*(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 Report Services Pool**” for **Hidalgo County** (including all funding sources, programs and entities) for the purposes of providing and rendering “title report” related services on an “**As Needed/Non-Exclusive and on a Per Project Basis**” 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, June 13, 2018**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**RFP SUBMISSION:**

Hidalgo County requires **one (1) original, four (4) copies and four (4) USB'S** on PDF format.

## **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:**

Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**Physical Address:**

Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

Any/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 H**) 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 Question (s) regarding the requirements procedures must be received in the Purchasing Department **via e-mail: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) BY NO LATER THAN WEDNESDAY JUNE 6, 2018, 5:00 PM. Responses will be submitted to all applicants VIA EMAIL by FRIDAY, JUNE 8, 2018, 5:00 PM. 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 Report Services"** will be for an initial period of one (1) year with the County's sole option to extend/renew the contract for an additional one (1) year term, (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 term 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 Report Services”** in order to provide and render “title report” related services on an **“As Needed/Non-Exclusive and on a Per Project Basis”** through a form of a **“Purchase Order”** for **“Title Report Services”** within **Hidalgo County** (*Including all funding sources, programs and entities*).

**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 vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.
- c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.
- d) All information and/or data contained within the completed “Title Report” must be obtained from a Title/Abstract office.

**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 "Title Report (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 SERVICES to BE INCLUDE IN EACH TITLE REPORT, *BUT NOT LIMITED TO THE FOLLOWING:***

Name and address of owner of property with information on title vesting;

- 1) Lien holder with recording information;
- 2) Legal description of property;
- 3) Easement affecting property both specifically for the lot and general covering entire subdivision;
- 4) Show any Federal *and/or* State Tax Liens
- 5) Provide copies of Deed, Liens, and Easements.
- 6) Provide copy of maps where information was retrieved (Highlighted & Specified)

**IV. REQUEST FOR SERVICES:**

A department requiring Title Report 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 of the County 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.

- A title company/firm submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

**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**

### **EVALUATION/SELECTION CRITERIA**

Hidalgo County Commissioner's Court may award to one or multiple firms/companies to provide the services detailed in this procurement if it is in the best interest of the County to do so.

#### **EVALUATION/RANKING SYSTEM:**

Request for Proposals (RFPs) will be evaluated based on the criteria presented below. Based on the department's review evaluation and considering how many parcels are required, a title company or companies will be selected to provide the services. A title company may be asked to submit supplemental information. Requests for title reports and its related services will be in the form of a fully executed "**PURCHASE ORDER**" and will be forwarded to the firm(s).

\*Proposals will be graded on a **100-point system** with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

- |                                     |   |                        |
|-------------------------------------|---|------------------------|
| <b>1. <u>FIRMS CAPABILITIES</u></b> |   | <b>40 pts</b>          |
|                                     | <ul style="list-style-type: none"><li>➤ Quality and Accuracy of work performed on a timely manner</li><li>➤ Current Workload and ability to commence various projects</li><li>➤ Capability to meet schedules and deadlines</li><li>➤ Experience with Hidalgo County and the Texas Department of Transportation (TxDOT) Requirements</li></ul> |                        |
| <b>2. <u>RESPONSIVENESS:</u></b>    |   | <b>30pts</b>           |
|                                     | <ul style="list-style-type: none"><li>➤ Thorough Information provided</li><li>➤ Understanding of the Project</li><li>➤ List of references provided</li></ul>  |                        |
| <b>3. <u>FEES/RATES:</u></b>        |   | <b>30 pts</b>          |
|                                     | <ul style="list-style-type: none"><li>➤ In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services</li></ul>  |                        |
| <b><u>TOTAL</u></b>                 |   | <b><u>100 pts.</u></b> |

#### **NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided.

# EXHIBIT "B"

## Evaluation Form

Hidalgo County  
**"TITLE REPORT SERVICES POOL"**  
**RFP NO: 2018-159-06-13-LHS**

SELECTION CRITERIA	Minimum Points	Score
<b>1. FIRM CAPABILITIES: (40 points maximum)</b>		
➤ Quality and accuracy of work performed in a timely manner	0-10	
➤ Current workload and ability to commence various projects	0-10	
➤ Capability to meet schedules and deadlines	0-10	
➤ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>2. RESPONSIVENESS: (30 points maximum)</b>		
➤ Thorough Information provided	0-10	
➤ Understanding of Project	0-10	
➤ List of References provided	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>3. COST FEES: (30 points maximum)</b>		
➤ Cost fees	0-30	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
		<b>TOTAL SCORE:</b>
		=====

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_