

DEPARTMENT  
County of Hidalgo

2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

February 14, 2019

Valley Land Title Co  
Bidder's name  
Attn: Paul R. Rodriguez, CEO  
6013 N. 10<sup>th</sup> Street  
Address  
McAllen, Texas 78504  
City, State, Zip Code

email: [rodriguez@valleylandtitleco.com](mailto:rodriguez@valleylandtitleco.com)

**Re: HB Form 1295 Required/Renewal/Extension Notice**  
**Contract/Renewal# C-18-005-03-06-Hidalgo County – "Title Company Services"**

Dear Mr. Rodriguez,

Be advised, that in order to proceed with the County's option to extend/renew its one year renewal option, under the same rates, terms and conditions as provided in the current contract with Valley Land Title, Company for the referenced project, the County is required, as of January 1, 2016, to comply with the **Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, a 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 order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Reference No. E-19-042**. Once completed and filed, "*unsworn declaration*" Form 1295 must be printed, signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on February 26, 2019**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed **by no later than Tuesday, February 19, 2019 or sooner if possible**. 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.

In, addition, please include your "Updated Certificate of Insurance" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by no later than date reflected above.

By: 

Paul R. Rodriguez

Date: 2/15/19

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

*Martha L. Salazar*

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv  
Enclosures

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2019-453264

Date Filed:  
 02/15/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valley Land Title Co.  
 McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-19-042  
 Title Company Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

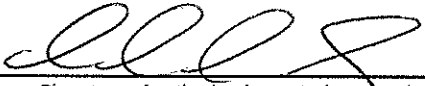
6 UNSWORN DECLARATION

My name is PAUL R. RODRIGUEZ, and my date of birth is 5/18/54.

My address is 4401 S. "H" ST. McAllen TX 78503 Hidalgo  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TEXAS, on the 15<sup>th</sup> day of FEBRUARY, 20 19.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Valley Land Title Co.  
 McAllen, TX United States

**Certificate Number:**  
 2019-453264

**Date Filed:**  
 02/15/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County

**Date Acknowledged:**  
 02/22/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 E-19-042  
 Title Company Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



VALLLAN-01

JOLIVARES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/15/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Shepard Walton King Insurance Group 121 West Pecan Blvd. McAllen, TX 78501	<b>CONTACT NAME:</b> Jennifer Olivares <b>PHONE (A/C, No, Ext):</b> (800) 446-2471 <b>FAX (A/C, No):</b> (956) 630-4015	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Valley Land Title Company, Ltd 6013 N. 10th Street McAllen, TX 78504	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Allstate Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
		<b>NAIC #</b> 19232

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/POP AGG	\$
								\$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			648277661	1/14/2019	1/14/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  County of Hidalgo Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	<b>CANCELLATION</b>  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 <i>Shepard Walton King Insurance Group</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2019

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).


<b>PRODUCER</b> Lone Star Insurance Services, Inc. P. O. Box 3988 McAllen TX 78502		<b>CONTACT NAME:</b> Ruben Garza <b>PHONE (A/C, No, Ext):</b> 956-682-1722 X2967 <b>FAX (A/C, No):</b> 956-682-1742 <b>E-MAIL ADDRESS:</b> garzar@lonestar-ins.com	
<b>INSURED</b> Valley Land Title Company, Ltd. Valley Land Title Company 6013 N. 10th Street McAllen TX 78504		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Starr Surplus Lines Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

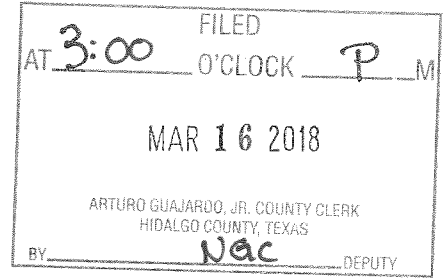
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
A	Errors & Omissions		SLSL-PRO-262554-19	02/15/2019	02/15/2020	Per Claim \$1,000,000.00 Annual Aggregate \$1,000,000.00 Retention \$35,000.00		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
County of Hidalgo Purchasing Department 2812 S. Bus. Hwy. 83 Edinburg TX 7		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 	

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO   §



**PROFESSIONAL SERVICES AGREEMENT**

**C-18-005-03-06**

**THIS AGREEMENT** is made effective the **06th** day of **March, 2018**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, LTD**(Title Agent/Examiner).

**WITNESSETH:**

**WHEREAS**, the County requires services for: "**Title Company 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
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If to Title Agent/Examiner:	Valley Land Title Company, LTD Attn: Paul R. Rodriguez, CEO 6013 N. 10 <sup>th</sup> Street McAllen, Texas 78504
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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: March 06, 2018.**

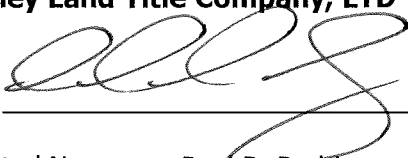
**APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, L.L.P**

**COUNTY OF HIDALGO, TEXAS**

By:   
Stephen L. Crain, Attorney

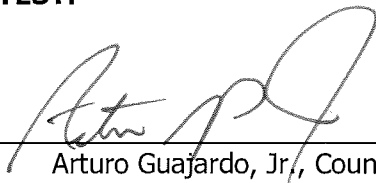
By:   
Hon. Ramon Garcia, County Judge

**TITLE AGENT/EXAMINER:  
Valley Land Title Company, LTD**

By:   
Printed Name: Paul R. Rodriguez

Title: Chief Executive Officer

**ATTEST:**

By:   
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 3/6/18 

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



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

---

January 22, 2018

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Bids -"TITLE COMPANY SERVICES POOL"  
**RFB Bid No: 2018-005-02-07-YZV**

Dear Sir/Madam:

Enclosed, please find the Request for Proposals (RFP) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Proposals process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4881.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

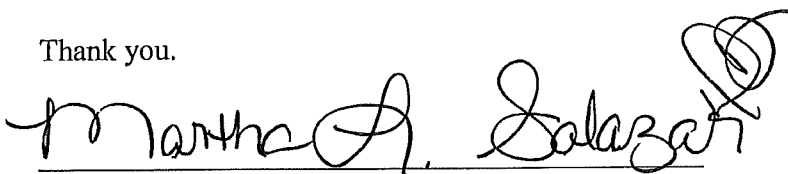
MLS/yzv  
Enclosures

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**REQUEST FOR PROPOSAL (RFP)**  
**HIDALGO COUNTY**  
*“Title Company Services”*  
**RFP NO: 2018-005-02-07-YZV**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
1.	<b>Request for Proposal Letter</b>	<b>1</b>
2.	<b>Request for Proposal , Legal Notice</b>	<b>8</b>
3.	<b>Exhibit A Requirements</b>	<b>6</b>
4.	<b>Exhibit B, Evaluation Form</b>	<b>1</b>
5.	<b>Exhibit C, Insurance Requirements,</b>	<b>4</b>
6.	<b>Exhibit D, CIQ Conflict of Interest Questionnaire</b>	<b>2</b>
7.	<b>Exhibit E, Vendor/Bidder Application and W-9 Form(s)</b>	<b>6</b>
8.	<b>Exhibit F, Certification Regarding Debarment</b>	<b>1</b>
9.	<b>Exhibit G, Title VI Appendices “A” through “E”</b>	<b>5</b>
10.	<b>Exhibit H, Proposers Affidavit</b>	<b>1</b>
11.	<b>Draft Service Contract</b>	<b>13</b>
12.	<b>Check List</b>	<b>1</b>

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

01/22/2018  
Date

<b>RFP NO: 2018-005-02-07-YZV</b>	<b>BUYER III: Yolanda Velasquez</b>	<b>Tel. No: (956) 318-2626</b>
-----------------------------------	-------------------------------------	--------------------------------

## **REQUEST FOR PROPOSALS**

**Hidalgo County**  
Edinburg, Texas

**“TITLE COMPANY SERVICES”**

**FEBRUARY 07, 2018 @ 9:30 a.m.**

**Project Buyer Contact Information:**

Yolanda Velasquez, Buyer III  
Tel: (956) 318-2626  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)



Form HCPD-04

- 1) Sealed proposals will be received for “Hidalgo County-Title Company Services”, 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 three (3) CD's/USB's in 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: 2018-005-02-07-YZV-“Hidalgo County-Title Company Services”**, and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, February 07, 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: 2018-005-02-07-YZV-“Hidalgo County-Title Company Services”,**

**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) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 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) County reserves the right to accept or reject any or all proposals.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) 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.
- 13) 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.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15) 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

**16) 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)



**19) TITLE VI NOTICE/NONDISCRIMINATION**

- 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.

**20) 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.

**21) 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.**

Closner, 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.**

**22) 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 Project No. (i.e. 2018-005), 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: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@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 TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

23) 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.

24) 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.

25) 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.

26) 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.

- 27) 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.
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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.
- 34) Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

**HIDALGO COUNTY**

**“Title Company Services”  
RFP 2018-005-02-07-YZV**

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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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

**PRINT  
NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**EXHIBIT A**  
**Requirements**

**REQUEST FOR PROPOSAL**

**HIDALGO COUNTY**

*"Title Company Services-Pool"*

**RFP NO: 2018-005-02-07-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, February 07, 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:**

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

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**) certainly 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: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) **BY NO LATER THAN Monday, January 29, 2018 at 5:00 p.m.** Responses will be sent to all applicants VIA EMAIL by **Wednesday, January 31, 2018 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.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and four (4) copies and three (3) USB'S/CD's.**

**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**



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 292-7612**

**REQUEST FOR PROPOSAL (RFP)**

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**HIDALGO COUNTY SHERIFF'S OFFICE**  
(Including all funding sources)

***"Jail Lobby/Intake Kiosks & Deposit/Release Services"***  
**RFP NO: 2018-014-00-00-HGO**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
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8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI - Appendices "A" through "E"	6
10.	Exhibit H, Proposer's Affidavit	1
11.	RFP Submittal Checklist	1
12.	Draft Professional Service Agreement	9

The above-listed items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, email or by U.S. Mail.

Thank you.

\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

\_\_\_\_\_  
Date



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

---

January 22, 2018

---

Bidder's name

---

Address

---

City

---

State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Bids -**"TITLE COMPANY SERVICES POOL"**  
**RFB Bid No: 2018-005-02-07-YZV**

Dear Sir/Madam:

Enclosed, please find the Request for Proposals (RFP) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Proposals process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4881.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv  
Enclosures

**TABLE OF CONTENTS**  
REQUEST FOR PROPOSAL (RFP)

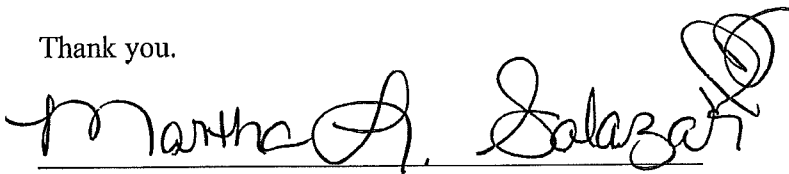
**HIDALGO COUNTY**

*"Title Company Services"*  
RFP NO: 2018-005-02-07-YZV

ITEM	DESCRIPTION	NO. OF PAGES
1.	<b>Request for Proposal Letter</b>	<b>1</b>
2.	<b>Request for Proposal , Legal Notice</b>	<b>8</b>
3.	<b>Exhibit A Requirements</b>	<b>6</b>
4.	<b>Exhibit B, Evaluation Form</b>	<b>1</b>
5.	<b>Exhibit C, Insurance Requirements,</b>	<b>4</b>
6.	<b>Exhibit D, CIQ Conflict of Interest Questionnaire</b>	<b>2</b>
7.	<b>Exhibit E, Vendor/Bidder Application and W-9 Form(s)</b>	<b>6</b>
8.	<b>Exhibit F, Certification Regarding Debarment</b>	<b>1</b>
9.	<b>Exhibit G, Title VI Appendices "A" through "E"</b>	<b>5</b>
10.	<b>Exhibit H, Proposers Affidavit</b>	<b>1</b>
11.	<b>Draft Service Contract</b>	<b>13</b>
12.	<b>Check List</b>	<b>1</b>

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB, Purchasing Agent

01/22/2018  
Date

**RFP NO: 2018-005-02-07-YZV**

**BUYER III: Yolanda Velasquez**

**Tel. No: (956) 318-2626**

## **REQUEST FOR PROPOSALS**

**Hidalgo County**  
Edinburg, Texas

**“TITLE COMPANY SERVICES”**

**FEBRUARY 07, 2018 @ 9:30 a.m.**

**Project Buyer Contact Information:**

Yolanda Velasquez, Buyer III  
Tel: (956) 318-2626  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)



**Form HCPD-04**

- 1) Sealed proposals will be received for “Hidalgo County-Title Company Services”, 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 three (3) CD's/USB's in 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: 2018-005-02-07-YZV-“Hidalgo County-Title Company Services”**, and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, February 07, 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: 2018-005-02-07-YZV-“Hidalgo County-Title Company Services”,**

**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) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 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) County reserves the right to accept or reject any or all proposals.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) 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.
- 13) 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.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15) 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

**16) 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)

**HIDALGO COUNTY**

**“Title Company Services”  
RFP 2018-005-02-07-YZV**

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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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

**PRINT  
NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**EXHIBIT A**  
**Requirements**

**REQUEST FOR PROPOSAL**

**HIDALGO COUNTY**

*"Title Company Services-Pool"*

**RFP NO: 2018-005-02-07-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, February 07, 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:**

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

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**) certainly 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: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) **BY NO LATER THAN Monday, January 29, 2018 at 5:00 p.m. Responses will be sent to all applicants VIA EMAIL by Wednesday, January 31, 2018 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.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and four (4) copies and three (3) USB'S/CD's.**

**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**

## **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.

**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.

**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.: 2018-005-02-07-YZV

Selection Criteria	Maximum Points breakdown	Score
<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>	_____
<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>	_____
<b>3) EXPERIENCE (maximum points-15)</b>		
(a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures	0-10	
(b) Number of similar governmental projects listed	0-5	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>4) COST OF SERVICES REQUESTED HEREIN (maximum points-10)</b>		
(a) Provides the required services at a reasonable cost.	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	_____
<b>5) COST OF "OTHER SERVICES" PROPOSED (maximum points-10)</b>		
(a) Provides other services at a reasonable cost.	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	_____

**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)

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.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	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.	
		<b>INSURERS AFFORDING COVERAGE</b>	
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 & COMT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP \$
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				AUTO ONLY-EA ACCIDENT \$
<input type="checkbox"/> NON OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC ACCS \$	
C	<b>GARAGE LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	<b>EXCESS LIABILITY</b>				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE 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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding? on page 2.*  
 By signing the filled-out form, you:
  - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting?* on page 2 for further information.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.  
**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in Items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish) the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

<sup>4</sup>Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"  
TITLE VI  
APPENDICES

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**EXHIBIT "H"**  
**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "REAL ESTATE APPRAISERS POOL"**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: \_\_\_\_\_

---

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_

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



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

HIDALGO COUNTY  
REQUEST FOR PROPOSAL  
*"Title Company Services Pool"*

RFP No.: 2018-005-02-07-YZV

**RFP SUBMITTAL CHECK LIST**

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All forms listed below must be included in the RFP Response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- ..... Page 8 of Legal Notice
- ..... Exhibit "A" – Vendor/Bidder Information for Requirements/Qualifications
- ..... Exhibit "C" -Acknowledgement forms
- ..... Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
- ..... Exhibit "E" Vendor Bidder Applications and IRS form W-9
- ..... Exhibit "F" Certification Regarding Debarment
- ..... Exhibit "H" Proposer Affidavit
- ..... SAMS.gov Registration Acknowledgement [www.sam.gov](http://www.sam.gov)
- ..... One (1) Original, four (4) copies and three (3) USB's/CD's (see number 2 of Legal Notice).

## **EXHIBIT "A"**

Services to be provided by Title Agent/Examiner

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, February 07, 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:**

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

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**) certainly 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: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) BY NO LATER THAN Monday, January 29, 2018 at 5:00 p.m. Responses will be sent to all applicants VIA EMAIL by Wednesday, January 31, 2018 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.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and four (4) copies and three (3) USB'S/CD's.**

**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**

## **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.

**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.

**EXHIBIT "B"**

Fee Schedule

Valley Land Title Co.

6013 N. 10<sup>th</sup> St.  
McAllen, TX 78504  
(956) 217-3101  
Fax (956) 217-3122  
[www.rodriquezp@valleylandtitleco.com](http://www.rodriquezp@valleylandtitleco.com)

February 6, 2018

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

Re: RFP#2018-005-02-07-YZV  
HIDALGO COUNTY –“TITLE COMPANY SERVICES POOL”

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Co., I am submitting the following information in response to your Request for Proposals for HIDALGO COUNTY –“TITLE COMPANY SERVICES POOL”.

#### UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 30 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

#### PERSONNEL AND STAFFING

The production of title reports/certificates and commitments (title reports) is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our

company. He became manager/chief examiner of that department in 2006 and supervises four individuals that are involved in the preparation of title reports.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 30 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 9 years and has worked in the department for 12 years.

Mr. Sal Rangel has been an examiner/abstracter for 8 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing title reports and has been performing this function for 8 of her 10 years with our company.

#### FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact for many years was Mr. Jose Pena, former Director for the Hidalgo County Right of Way Department. Since his retirement, we now work directly with county precincts that utilize individual right-of-way agents such as Mr. Danny Guzman in Precinct 1 (968-8733), Mr. Jaime Salinas in Precinct 2 (787-1891) and Mr. Victor Gallardo in Precinct 3 (585-4509). We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007; Mr. Eli Villegas (292-7080) is our point of contact. In addition, for the past seven years we have provided title reports for right-of-way needs to the City of Alamo through City Manager Luciano Ozuna, Jr. (787-0006). We provide title company services to other public entities in Hidalgo County.

#### DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a title reports as quickly as any of our competitors in the title company business in Hidalgo County. These documents will include:

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

If the property involved has a "lot and block" legal description, it is reasonable to expect a title report/certificate or title commitment within three business days. Properties that

have less specific legal descriptions, known as metes and bounds, on the other hand can take as long as seven to ten business days to complete. The cost of a title report/certificate or title commitment will be \$300 if no title policy is purchased.

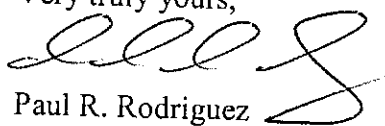
Providing a final title policy on any property will be contingent on the number and complexity of items to be cleared from the various schedules required to be submitted with the policy. Properties that are relatively clear of pending items can have policies produced well within seven to ten business days. In other cases, especially in dealing with remote locations, it can take weeks to properly issue a policy. The cost of title insurance policies is regulated by the Texas Department of Insurance. A copy of "Texas Title Insurance Premium Rates" is attached.

Escrow agent services should not take more than three business days to complete once all pending items have been cleared from a title commitment and all parties are available and authorized to execute the necessary documents. The charge for escrow agent services is \$355.00 for the buyer and \$355.00 for the seller per closing. This service will be provided by our Edinburg office which is staffed with five escrow officers and assistants, led by Branch Manager Patty Galindo who has 18 years of title experience, 13 with our company.

Recording fees are \$36.00 for the first page and \$4.00 for each additional page per document. Courier fees range from \$11.00 to \$17.00 per package. The Texas Department of Insurance requires a Texas Guaranty Assessment Recoupment Charge of \$4.50 per policy. We provide a tax service certificate at \$52.00 per tract, though this fee can be reduced for contiguous tracts. A Federal Tax Lien search costs \$125.00 per name and a Nothing Further Certificate is \$200.00.

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

Very truly yours,



Paul R. Rodriguez  
Chief Executive Officer



Policies up to & Including	Basic Premium	Policies up to & Including	Basic Premium	Policies up to & Including	Basic Premium	Policies up to & Including	Basic Premium	Policies up to & Including	Basic Premium	Policies up to & Including	Basic Premium
00	238	42,000	465	74,000	692	140,000	1,097	460,000	2,869	780,000	4,642
00	242	42,500	469	74,500	696	145,000	1,124	465,000	2,897	785,000	4,670
00	244	43,000	471	75,000	700	150,000	1,152	470,000	2,925	790,000	4,698
100	248	43,500	475	75,500	702	155,000	1,180	475,000	2,953	795,000	4,725
100	252	44,000	479	76,000	706	160,000	1,207	480,000	2,980	800,000	4,753
100	255	44,500	483	76,500	709	165,000	1,235	485,000	3,008	805,000	4,781
100	260	45,000	487	77,000	713	170,000	1,263	490,000	3,036	810,000	4,808
100	264	45,500	490	77,500	716	175,000	1,291	495,000	3,063	815,000	4,836
100	267	46,000	493	78,000	720	180,000	1,318	500,000	3,091	820,000	4,864
100	270	46,500	497	78,500	725	185,000	1,346	505,000	3,119	825,000	4,892
500	272	47,000	499	79,000	729	190,000	1,374	510,000	3,146	830,000	4,919
500	276	47,500	503	79,500	730	195,000	1,401	515,000	3,174	835,000	4,947
500	280	48,000	508	80,000	734	200,000	1,429	520,000	3,202	840,000	4,975
500	284	48,500	512	80,500	738	205,000	1,457	525,000	3,230	845,000	5,002
500	288	49,000	515	81,000	742	210,000	1,484	530,000	3,257	850,000	5,030
500	292	49,500	518	81,500	744	215,000	1,512	535,000	3,285	855,000	5,058
500	296	50,000	522	82,000	748	220,000	1,540	540,000	3,313	860,000	5,085
500	298	50,500	525	82,500	753	225,000	1,568	545,000	3,340	865,000	5,113
500	301	51,000	527	83,000	757	230,000	1,595	550,000	3,368	870,000	5,141
500	304	51,500	531	83,500	762	235,000	1,623	555,000	3,396	875,000	5,169
1,500	309	52,000	536	84,000	767	240,000	1,651	560,000	3,423	880,000	5,196
1,500	312	52,500	540	84,500	770	245,000	1,678	565,000	3,451	885,000	5,224
1,500	317	53,000	543	85,000	773	250,000	1,706	570,000	3,479	890,000	5,252
1,500	320	53,500	547	85,500	776	255,000	1,734	575,000	3,507	895,000	5,279
1,500	324	54,000	550	86,000	781	260,000	1,761	580,000	3,534	900,000	5,307
2,000	327	54,500	553	86,500	785	265,000	1,789	585,000	3,562	905,000	5,335
2,500	330	55,000	556	87,000	788	270,000	1,817	590,000	3,590	910,000	5,362
3,000	333	55,500	559	87,500	791	275,000	1,845	595,000	3,617	915,000	5,390
3,500	337	56,000	565	88,000	795	280,000	1,872	600,000	3,645	920,000	5,418
4,000	340	56,500	568	88,500	799	285,000	1,900	605,000	3,673	925,000	5,446
4,500	345	57,000	571	89,000	801	290,000	1,928	610,000	3,700	930,000	5,473
5,000	348	57,500	575	89,500	804	295,000	1,955	615,000	3,728	935,000	5,501
5,500	352	58,000	581	90,000	809	300,000	1,983	620,000	3,756	940,000	5,529
5,500	355	58,500	585	90,500	813	305,000	2,011	625,000	3,784	945,000	5,556
5,500	358	59,000	589	91,000	817	310,000	2,038	630,000	3,811	950,000	5,584
5,500	361	59,500	593	91,500	819	315,000	2,066	635,000	3,839	955,000	5,612
5,500	365	60,000	597	92,000	823	320,000	2,094	640,000	3,867	960,000	5,639
5,500	368	60,500	600	92,500	827	325,000	2,122	645,000	3,894	965,000	5,667
5,500	373	61,000	603	93,000	831	330,000	2,149	650,000	3,922	970,000	5,695
5,500	376	61,500	607	93,500	832	335,000	2,177	655,000	3,950	975,000	5,723
5,500	380	62,000	611	94,000	837	340,000	2,205	660,000	3,977	980,000	5,750
5,500	383	62,500	613	94,500	842	345,000	2,232	665,000	4,005	985,000	5,778
5,500	387	63,000	617	95,000	845	350,000	2,260	670,000	4,033	990,000	5,806
5,500	390	63,500	621	95,500	847	355,000	2,288	675,000	4,061	995,000	5,833
5,500	393	64,000	625	96,000	851	360,000	2,315	680,000	4,088	1,000,000	5,861
5,500	398	64,500	628	96,500	855	365,000	2,343	685,000	4,116	Policy Amount	Basic Premium
5,500	401	65,000	631	97,000	859	370,000	2,371	690,000	4,144	2,000,000	10,421
5,500	405	65,500	635	97,500	862	375,000	2,399	695,000	4,171	3,000,000	14,981
5,500	408	66,000	640	98,000	866	380,000	2,426	700,000	4,199	4,000,000	19,541
5,500	412	66,500	644	98,500	870	385,000	2,454	705,000	4,227	5,000,000	24,101
5,500	415	67,000	645	99,000	873	390,000	2,482	710,000	4,254	Policy Amount	Basic Premium
5,500	419	67,500	649	99,500	875	395,000	2,509	715,000	4,282	6,000,000	27,861
5,500	422	68,000	653	100,000	879	400,000	2,537	720,000	4,310	7,000,000	31,621
5,500	426	68,500	656	Policy Amount	Basic Premium	405,000	2,565	725,000	4,338	8,000,000	35,381
5,500	429	69,000	659	410,000	2,592	415,000	2,620	730,000	4,365	9,000,000	39,141
5,500	433	69,500	664	420,000	2,648	425,000	2,676	735,000	4,393	10,000,000	42,901
5,500	437	70,000	668	430,000	2,703	435,000	2,731	740,000	4,421	15,000,000	61,701
5,500	441	70,500	672	440,000	2,759	445,000	2,786	745,000	4,448	Policy Amount	Basic Premium
5,500	447	71,000	677	450,000	2,814	455,000	2,842	750,000	4,476	25,000,000	88,401
5,500	450	72,000	681	1,014	1,014	450,000	2,814	755,000	4,504	Policy Amount	Basic Premium
5,500	455	72,500	685	1,014	1,014	450,000	2,814	760,000	4,531	Policy Amount	Basic Premium
5,500	457	73,000	688	1,069	1,069	455,000	2,842	765,000	4,559	Policy Amount	Basic Premium
5,500	462	73,500	688	1,069	1,069	455,000	2,842	770,000	4,587	Policy Amount	Basic Premium
5,500	462	73,500	688	1,069	1,069	455,000	2,842	775,000	4,615	Policy Amount	Basic Premium

# PREMIUM Calculations

**Policies of \$100,001 - \$1,000,000**  
 1. Subtract \$100,000 from the policy amount  
 2. Multiply result in (1) by \$0.00554 and round to the nearest whole dollar  
 3. Add \$875 to the result in (2).

**Policies of \$1,000,001 - \$5,000,000**  
 1. Subtract \$1,000,000 from the policy amount  
 2. Multiply result in (1) by \$0.00456 and round to the nearest whole dollar  
 3. (3) Add \$5,861 to the result in (2).

**Policies of \$5,000,001 - \$15,000,000**  
 1. Subtract \$5,000,000 from the policy amount  
 2. Multiply result in (1) by \$0.00376 and round to the nearest whole dollar  
 3. Add \$24,101 to the result in (2).

**Policies of \$15,000,001 - \$25,000,000**  
 1. Subtract \$15,000,000 from the policy amount  
 2. Multiply result in (1) by \$0.00267 and round to the nearest whole dollar  
 3. Add \$61,701 to the result in (2).

**Policies in excess of \$25,000,000**  
 1. Subtract \$25,000,000 from the policy amount  
 2. Multiply result in (1) by \$0.00160 and round to the nearest whole dollar  
 3. Add \$88,401 to the result in (2).

Description of Transaction	Stat. Code	Rate Rule	Description of Transaction	Stat. Code	Rate Rule
<b>Owner's Title Policy (OTP) (T-1) (T-1R)</b>					
Single Issue	1000	P-66.A.1	Simultaneous with LP with Credit for Previous OTP	1230	R-5a, b, or c
Single Issue (per S.B.I. Bulletin #120)	1001	R-3.B	Simultaneous with OTP for Seller	1250	R-21
Single Issue Pay-as-You-Go	1005	R-2c	Simultaneous with LP Following Construction (high end policy)	1290	R-20
Single Issue - Improvements Subsequently Issued	1100	R-3			
Single Issue Following Construction (high end policy)	1190	R-20	Leasehold (Single Issue)	1300	P-66.A.2
Single Issue to TX DOT with Credit for Commitment	0050	R-23	Leasehold Pay-As-You-Go (Single Issue)	1305	R-2c
Simultaneous with LP (per S.B.I. Bulletin #120)	1002	R-3.B	Leasehold Simultaneous with OTP	1350	R-22
Simultaneous with LP	1200	R-5a	Leasehold (Simultaneous Issue)	1400	R-5a
Simultaneous with LP that exceeds Owners	1201	R-5a	Leasehold Pay-As-You-Go (Simultaneous Issue)	1405	R-5b
Simultaneous with LP Pay-As-You-Go	1205	R-5b	Leasehold (Sim. Issue) Loan Exceeds Owners	1500	R-5a
Simultaneous with LP Exceeds OTP Pay-As-You-Go	1215	R-5b	Leasehold Pay-As-You-Go Sim. Issue LP exceeds OTP	1505	R-5b
<b>Interim Construction Loan Binder (ICB) (T-13)</b>					
Single Issue - Original Year	8020	R-13	Binder Credit on subsequent LP	0030	R-13.B(1)
Each Subsequent Extension	8021	R-13	Binder Credit on subsequent OTP	0040	R-13.B(2)

Code	Rule	Description of Transaction	Code	Rate
<b>Loan Title Policy (LP) (T-2) (T-2R)</b>				
3000	P-66.B.1	Leasehold Pay-As-You-Go (Single Issue)	3305	R-2a
3005	R-2a	Leasehold (Simultaneous Issue)	3320	R-5a
3010	R-18	Leasehold Pay-As-You-Go (Simultaneous Issue)	3325	R-5b
3011	R-18	Leasehold (Sim. Issue) Loan Exceeds Owners	3340	R-5a
3200	R-7	Leasehold Pay-As-You-Go Sim. Issue LP Exceeds OTP	3345	R-5b
3210	R-5a	Subsequent to Owners Policy Excepting to Lien	3230	R-6a
3215	R-5b	Subsequent to Loan Policy	3240	R-6b
3220	R-7	Insolvent Insurers Replacement Policy	3241	R-6c
3250	R-5a	Refinance of Loan within One Year (40% credit)	4001	R-8a
3255	R-5b	Refinance of Loan within Two Years (40% credit)	4002	R-8a
3260	R-5a	Refinance of Loan within Three Years (35% credit)	4003	R-8b
3290	R-20	Refinance of Loan within Four Years (30% credit)	4004	R-8c
3295	R-26	Refinance of Loan within Five Years (25% credit)	4005	R-8d
3297	R-27	Refinance of Loan within Six Years (20% credit)	4006	R-8a
3300	P-66.B.1	Refinance of Loan within Seven Years (15% credit)	4007	R-8f

Code	Rule	Description of Transaction	Code	Rate
<b>Other Forms and Rate Charges</b>				
0010	R-9	Certificate of Title for Easement (USA) T-9	7000	R-17
0020	R-14	Policy of Title Insurance (USA) T-11	7050	R-17 and P-66.A.4
0050	R-23	Commitment to Texas Dept. of Transportation	8041	R-23
5000	T-50	Commitment to FDIC, OTS or RTC	8042	R-25
5005	T-51			
7000	R-17			

<b>Endorsements</b>				
Description of Endorsement	Rate Rule	Stat. Code	Charge	
Access Endorsement (T-23)	R-30	0890	\$100	
Additional Insured Endorsement (T-26)	R-33	0893	10% of the basic rate, \$25 min.	
Amendment of Survey Exception for T-1 (T-3 or deletion)(T-2/LP, No Charge)	R-16	0500	15% of the basic rate	
Amendment of Survey Exception for T-1R (T-3 or deletion)(T-2/LP, No Charge)	R-16	0501	5% of the basic rate	
Amendment of Tax Exception (T-30, T-3 or deletion)	R-19	0700	\$20	
Assignment of Lien (T-3)	R-11a	0211	Min. Basic Rate (< 50%)*	
Assignment of Rents/Leases (T-27)	R-34	0894	No Charge	
Balloon Mortgage Endorsement, Issued same date as Policy (T-39)	R-11h	0411	\$25	
Balloon Mortgage Endorsement, Issued subsequent to Policy (T-39)	R-11h	0412	\$50	
Co-Insurance Endorsement (T-48)	No Charge	0896	No Charge	
Completion of Improvements with survey amendment (T-3) to OTP	R-15	0550	5% res., 15% non-res.	
Condominium Endorsement (T-28)	R-11m	0888	No Charge	
Contiguity Endorsement (T-25)	R-32	0892	\$100 per policy	
Correction - Other than Policy Amount (T-3)	No Charge	0400	None*	
Correction of Policy Amount (T-3)	No Charge	0900	No Charge	
Down Date of Construction LP (T-3)	R-11c	0920	\$50	
Down Date of Interim Construction Loan Binder (T-3)	R-11c	0100	\$50	
Down Date of OTP During Construction (T-3)	R-15	0940	\$50	
EPA Endorsement (T-36)	R-11g	0810	\$25	
Equity Loan Mortgage Endorsement (T-42)	R-28A	0875	10% of the basic rate	
First Loss Endorsement (T-14)	R-11i	0881	\$25	
Increased Value Endorsement (T-34)	R-3c	0960	Formula per rule	
Last Dollar Endorsement (T-15)	R-11j	0882	\$25	
Leasehold LP Endorsement (T-5)	No Charge	0822	No Charge	
Leasehold OTP Endorsement (T-4)	No Charge	0820	No Charge	
Leasehold Residential Endorsement (T-4R)	No Charge	0821	No Charge	
Limited Coverage Junior Loan - Additional Coverage (T-3)	R-27b	0880	\$25	
Limited Coverage Junior Loan - Down Date (T-45)	R-27c	0879	\$50	
Limited Coverage Junior Loan - Home Equity Line of Credit/Variable Rate (T-46)	R-27d	0878	\$25	
Limited Pre-Foreclosure Policy Down Date Endorsement (T-99)	R-26	0850	\$50	
LP Aggregation Endorsement (T-16)	R-11k	0883	\$25	
Manufactured Housing (T-31)	R-11e	0150	\$20	
Non-Imputation Endorsement (T-24)	R-31	0891	5% of the basic rate, \$25 min.	
Not Yet Due and Payable Tax Amendment	R-24	0710	\$5	
Partial, Modification, etc. (T-38)	R-11b	0311	\$100 first year plus \$10 each add. year	
Planned Unit Development Endorsement (T-17)	R-11l	0884	\$25	
Planned Unit Development Endorsement (T-17) issued on two or more LPs issued simultaneously on the same land	R-11l	0887	2nd lien T-17 is free	
Restr., Encr., Minerals - LP (T-19) residential	R-29A	0885	5% basic rate, \$50 min.	
Restr., Encr., Minerals - LP (T-19) non-residential	R-29B	0886	10% basic rate, \$50 min.	
Restr., Encr., Minerals - OTP (T-19.1) residential with survey amend.	R-29C	0898	5% basic rate, \$50 min.	
Restr., Encr., Minerals - OTP (T-19.1) residential - no survey amend.	R-29C	0897	10% basic rate, \$50 min.	
Restr., Encr., Minerals - OTP (T-19.1) non-res. with survey amend.	R-29D	0895	10% basic rate, \$50 min.	
Restr., Encr., Minerals - OTP (T-19.1) non-res. - no survey amend.	R-29D	0889	15% basic rate, \$50 min.	
Minerals and Surface Damage - OTP (T-19.2)	R-29.1	0801	\$50	
Minerals and Surface Damage - LP (T-19.2)	R-29.1	0802	\$No Charge	
Minerals and Surface Damage - OTP (T-19.3)	R-29.1	0803	\$50	
Minerals and Surface Damage - LP (T-19.3)	R-29.1	0804	\$No Charge	
Revolving Credit (T-35)	R-11f	0800	\$50	
Supplemental Coverage Equity Loan Mortgage Endorsement (T-42.1)	R-26B	0876	15% of the basic rate	
Supplemental Coverage Manufactured Housing Unit Endorsement for LP (T-31.1)	R-11e	0151	\$50	
Supplemental Coverage Manufactured Housing Unit Endorsement for OTP (T-31.1)	R-15c	0152	\$50	
Texas Reverse Mortgage Endorsement (T-43)	No Charge	0877	No Charge	
USA Endorsement (T-12)	R-17	0600	Basic rate less prior premium paid*	
Variable Rate Loan - Negative Amortization Endorsement (T-33.1)	R-11D, P-66B4	0142	\$20	
Variable Rate Loan - Negative Amortization Endorsement - no charge	R-4, P-66B4 & P-9(b)6	0143	No Charge	
Variable Rate Loan Endorsement (T-33)	R-11d	0140	\$20	
Variable Rate Loan Endorsement - no charge	R-4, P-66B4 & P-9(b)6	0141	No Charge	

\*Please check the TDI Basic Manual to ensure proper collection for these endorsements. This sheet should be used only as a quick reference tool. If there is any discrepancy, the rules set forth in the TDI Basic Manual prevail.

**EXHIBIT "C"**  
Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2018

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 have ADDITIONAL INSURED provisions or 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 Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	CONTACT NAME: Rosalinda Solis PHONE (A/C, No, Ext): (956)686-8323 E-MAIL ADDRESS: RSolis@bwi-ins.com	FAX (A/C, No): (888)512-2080
INSURED Edwards Abstract and Tille, LLC 3111 W Freddy Gonzalez Dr Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE INSURER A: American Hallmark INSURER B: EastGUARD Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL182601074 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	44CL448860-10	03/20/2017	03/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		44CL448860-10	03/20/2017	03/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ If Any
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		44CU468730-06	03/20/2017	03/20/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EDWC965068	01/01/2018	01/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 Day Notice of Cancellation applies to the certificate Holder on all coverages.  
Business Auto includes Uninsured Motorists with combined single limit of \$500,000

CERTIFICATE HOLDER  Hidalgo County 2812 S. Hwy Business 281  Edinburg TX 78539	CANCELLATION  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 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2018

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.

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PRODUCER Riebling Insurance Agency, LLC 100 Fire Island Avenue Babylon NY 11702	CONTACT NAME: Tina Hutter	FAX (A/C, No):
	PHONE (A/C, No, Ext): (516)280-6759	
	E-MAIL ADDRESS: thutter@rialic.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Underwriter at Lloyd's of London	15792
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL182106584 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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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 OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions			SUA FEO1086-1806	02/08/2018	02/08/2019	Each Claim	\$1,000,000
							Aggregate	\$1,000,000
							Deductible	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Cyber Liability - SUA779CYB-T-1805 - Eff 2/8/2018-2/8/2019 Aggregate \$250,000 Deductible \$7,500
- Fidelity Bond - SUAFESB10032-1806 - Eff 2/8/2018-2/8/2019 Aggregate \$500,000 Deductible \$25,000

The following locations are also covered under the above mentioned policies:  
 1) 1075 Paredes Line Rd., Brownsville, TX 78521 2) 222 E. Van Buren Ave, #101, Harlington, TX 78550 3) 4228 N. McColl Rd., McAllen, TX 78504 4) 2009 Padre Blvd., South Padre Island, TX 78597 5) 3111 W. Freddy Gonzalez, Edinburg, TX 78539 6) 3900 N. 10th Street #1055, McAllen, TX 78501 7) 2200 Boca Chica Blvd. Suite 120 Brownsville, TX 78521

CERTIFICATE HOLDER  Evidence of Insurance	CANCELLATION 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  

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CC Reg Agenda 3/06/18  
Sergio Cruz  
Agenda

3/5/2018

- 19.A ~~AI-63957~~ Requesting approval of Advance Funding Agreement between Texas Department of Transportation and Hidalgo County, for voluntary local government contributions for transportation improvement to FM 676 from SH 107 to Taylor Road (CSJ #1064-01-027) with authority for the County Judge to sign all required documentation.

20. Budget & Management: Sergio Yoli

- (A) AI-63851 Status update regarding the Hidalgo County e-Library.
- (B) AI-63885 Requesting approval for payment of Invoice No.: Mission PL FY2018-1a to the City of Mission/Speer Memorial Library for the Hidalgo County Library System (eLibrary) payment in the amount of \$75,000.00.

- C. AI-63940 FY18 Texas VINE Grant (1283) :
  1. Discussion, consideration and action to enter into the Texas VINE (SAVNS) Maintenance Grant Contract for FY2018 with the Office of the Attorney General of Texas and authorization for the County Judge to sign the required documentation electronically.
  2. Approval of Certification of Revenues as certified by the County Auditor for the Texas Vine Grant
  3. Approval of appropriation of funds for the Texas VINE Grant in the amount of \$28,546.78

- D. AI-63616 Discussion, consideration and approval to update the Texas Department of Emergency Management Designation of Applicant's Agent form (to reflect new County Auditor - Maria Arcilia Duran as Chief Financial Officer)

- E. AI-63977 TXDOT Pct 1 Mile 6W (1315):  
Approval of 2017 appropriation of funds into TXDOT-Pct 1 Mile 6W in the amount of \$362,003.67 to fund anticipated expenditures.

21. Purchasing Department - Notes: Marty

- A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
- B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

- 1. AI-63911 Acceptance and approval of Interlocal Governmental Cooperation Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2018, in connection with participation with (a) Hidalgo County's "Self-Funded Group Health Insurance Program, Stop Loss Insurance, Accidental and Life/AD&D Insurance" and (b) Voluntary Products.

- 2. AI-63859 A. Acceptance of the responses received as "Qualified" for award for "Title Company Services-Pool" (as listed in the RFP Acceptance Sheet attached hereto) and approval of the contract(s) for RFP No 2018-005-02-07-YZV;

- B. Approval of Contracts with firms as (set forth below) in connection to the 2018-

# CC Reg Agenda 3/06/18

Agenda

Pool for "Title Company Services" for Hidalgo County with compliance of HB 1295 by both vendors (as attached);

- C-18-005-03-06-Valley Land Title Company, LTD
- C-18-005A-03-06-Edwards Abstract & Title, LLC

C. Option to approve the re-advertising [utilizing the same approved procurement packet] of this project to promote and encourage additional participation and thus expand the pool so as to have more providers with the any additional firms term to expire with the original awarded ones.

3. **AI-63764** A. Acceptance and approval of pre-qualified firms submitting "Statements of Qualifications" for establishment of a "Pool" ( as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, grading/scoring, presentation to CC for ranking, authority for negotiations for a final agreement, etc.) on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

1. Architectural Services (RFQ 2018-007-01-24-RFV) -
2. Engineering Services (RFQ 2018-008-01-24-LHS) -
3. Engineering Services - Geo-technical & Construction Materials Testing (RFQ 2018-009-01-24-YSS) - 5 firms
4. Construction Management Services (RFQ 2018-010-01-24-HGO) -
5. Appraisal Services and/or Appraisal Review Services (RFQ 2018-011-01-24-YZV) -
6. Surveyor Services (RFQ 2018-012-01-24-TDL) - 17 firms

B. Option for the re-advertising any one of the professional services RFQs herein [utilizing the approved RFQs] in the event that CC wishes to promote more participation and thus expand each pool and the expiration to remain the same with any additions.

4. **AI-63846** **Veteran Services:**

Approval of "First Amendment" to Service Contract C-17-059-07-11 between Hidalgo County and CTC Distributing Ltd. for "Off Premises Record Storage-Pick-up Retrieval-Delivery & Shredding" where the County wishes to add Veterans Department for the purpose of Off Premises Record Storage subject to compliance with HB 1295.

**B. Pct. 1**

1. **AI-63963** A. Requesting acceptance and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and Monte Alto Independent School District in which County desires to assist District in parking lot paving project;

B. In accordance with Section 791.014 of the Texas Government Code, requesting approval of that certain parking lot project known as the Monte Alto ISD Parking Lot Project.

**C. Pct. 4**

1. **AI-63770** Presentation of the sole responsible vendor, Republic Services, Inc., submitting the lowest and best bid for the purpose of award and approval of contract for Request for