



REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY

(Including all funding sources, programs and entities)

RFP NO: 2020-015-02-19-YZV

“Title Company & Related Services Pool”

Acceptance Date: **February 19, 2020**

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

Contract Specialist Contact Information:
Yolanda Velasquez Contract Specialist II
(956) 318-2626 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed proposals will be received for **Hidalgo County-“Title Company & Related Services Pool”**, in accordance with the specifications attached as Exhibit "A" hereto. Responses should address all specifications set forth. Bidders (may also be referred to as respondents, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a 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 bid.
2. **One (1) original and one (1) electronic copy of response is required**, with the respondent'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: 2020-015-02-19-YZV- Hidalgo County-“Title Company & Related Services Pool”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **on or before 9:30 am, Wednesday, February 19, 2020.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 AND/OR PACKAGE IN REFERENCE TO RFP.

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

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

1. Legal Notice (See **page 11**);
 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. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
 7. Proposer's Affidavit (See **Exhibit “J”**); and
 8. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. The 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 figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
 - At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation - **Hidalgo County-“ Title Company & Related Services Pool”**
 - e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR’S OFFICE

Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Proposals Opening, 9:30 A.M.	February 19, 2020
Award of Contract:	_____
Commence Work or Deliver Products:	_____

16. HIDALGO COUNTY HOLIDAYS:

2020 YEAR	
New Year’s Day	01/01/2020
Martin Luther King Day	01/20/2020
President’s Day	02/17/2020
Good Friday	04/10/2020
Memorial Day	05/25/2020
Independence Day	07/03/2020
Labor Day	09/07/2020
Columbus Day	10/12/2020
Veteran’s Day	11/11/2020
Thanksgiving Day	11/26 & 27/2020
Christmas Day	12/24 & 25/2020
New Year’s Eve	12/31/2020

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

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material

men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management.**

18. TITLE VI NOTICE/ NONDISCRIMINATION

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, 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 under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
- “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”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

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 qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

• NOTICE:

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

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

19. DISCLOSURE OF CONFLICT OF INTEREST

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 the statement to be filed. The disclosure requirement applies to a person

or business that contracts 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 respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

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

20. 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 packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the **RFP No. 2020-015** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office via email to volanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the 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/whatsnew/elf_info_form1295.htm

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

21. If during the life of any contract, or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - 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; and
 - Be otherwise qualified and eligible to receive an award.
24. Successful respondent 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 respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful respondent 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) days written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise, perform in accordance with the requirements.
27. **Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent 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 respondents' 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 the successful respondent.**
28. Successful respondent 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 Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (2) business days at no expense to County. Items that are 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 items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Respondents shall provide with the qualification 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 the name of the representative or contact person.
32. CONTRACTS SUBJECT TO FEDERAL AWARD:
- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
 - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
 - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).
33. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See Exhibit "E" for requirements*).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- 34. BOYCOTT ISRAEL VERIFICATION:** In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

- 35. TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant

database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

36. By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.
37. Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Proposals
For
HIDALGO COUNTY

“Title Company & Related Services Pool”

RFP NO: 2020-015-02-19-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 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 respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm:

Address:

By:

**Printed
Name:**

Title:

EXHIBIT A
Requirements

REQUEST FOR PROPOSAL

HIDALGO COUNTY

“Title Company & Related Services-Pool”

RFP NO: 2020-015-02-19-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 & Related 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 19, 2020.** 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 BY NO LATER THAN **Monday, February 10, 2020 at 5:00 p.m.** Responses will be sent to all applicants VIA EMAIL by **Wednesday, February 12, 2020 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.

INSURANCE REQUIREMENTS:

Insurance requirements for this project to be maintained throughout the contract term (refer to limits in Exhibit "C")

INDEMNIFICATION:

The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any all actions, claims liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgements which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and one (1) copies and two (2) USB's of response in pdf format.**

DAVIS BACON ACT or HIDALGO COUNTY ADOPTED PREVAILING WAGE RATE: (IF APPLICABLE)

In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms are required to include the appropriate prevailing wage rate (Davis Bacon Act rates or the rates adopted by the County of Hidalgo) when advertising and developing project 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 & Related 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

2. Term. This Agreement is for a period of **one (1) year**, effective, **March 00, 2020**, expiring, **March 00, 2021** 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 Company. Hidalgo County reserves the right to request these services from other sources other than the Title Company 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 Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company. The Title Company is authorized to submit periodic written 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 Company 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 Company shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Title Company shall undertake and complete the authorized work. The County or the Title Company can request conferences to be provided at the Title Company'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 Company, or a subcontractor if any, the Title Company 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 Company 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 Company, the County shall require the Title Company 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 Company, the County will reimburse the Title Company 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 Company 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 Company or furnished to the Title Company 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 Company may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

10. Independent Contractor. Title Company must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company under this Agreement.

Notwithstanding the foregoing sentence, Title Company represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company 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 Company 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 Company.

12. Insurance. Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft and loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

13. No Assignment. Except as otherwise herein provided, Title Company, 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 Company fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company 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 Company.

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 Company.

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 Company should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company'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. Notices. Except as may be otherwise specifically provided in this Agreement, 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, 2nd Floor
Edinburg, Texas 78539

If to Title Company: _____

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 Company 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 Company 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 Contract, County may terminate this Contract upon sixty (60) days written

notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

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.

28. Nondiscrimination: Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

29. Additional 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.

30. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Richard F. Cortez, County Judge

TITLE COMPANY:

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

APPROVED BY COMMISSIONER'S COURT: _____.

DRAFT

EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
Title Company Response and Fee Schedule

EXHIBIT "C"
Insurance Certificate