

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-13-152a-01-21

THIS AGREEMENT is made effective the **21st of January, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Co.** ("Company").

WITNESSETH:

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

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

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

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

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company Provider/Firm do mutually agree as follows:

- 1. Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department. **The Title Company Provider/Firm will not begin work or incur costs until authorization of a**

Purchase Order (PO) in writing by the County for each work order.

Further, in the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. Contract will be for one (1) year period commencing **January 27, 2014 thru January 26, 2015**, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company Provider/Firm agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Company Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

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

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Company Provider/Firm unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

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

7. **Reporting.** The Title Company Provider/Firm shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved,

Federal assistance needed to resolve the situation.

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

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents furnished to the County by the Title Company Provider/Firm or furnished to the Title Provider/Firm by the County shall be delivered to and become the property of the County. The Title Company Provider/Firm may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Company Provider/Firm must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Company Provider/Firm and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract is terminated without cause by County with thirty (30) days written notice to the Title Company Provider/Firm.

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

12. No Assignment. Except as otherwise herein provided, Title Company Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Termination Date. INTENTIONALLY DELETED

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

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

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Company Provider/Firm, and not otherwise.

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

19. Hold Harmless. In the event Title Company Provider/Firm should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company Provider/Firm shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company Provider/Firm's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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 Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:

County of Hidalgo
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Title Company Provider/Firm:

Valley Land Title Co.
Attn: Paul R. Rodriguez
612 Nolana, Ste. 570
McAllen, Texas 78504

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 Contract.

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

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

25. Authority. The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in accordance with its terms.

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 Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1-21-14

TITLE COMPANY PROVIDER/FIRM:

NAME: VALLEY LAND TITLE CO.
By: [Signature]
Printed Name: PAUL R. RODRIGUEZ
Title: CHIEF EXECUTIVE OFFICER

Approved on Commissioners' Court: 1-21-2014.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: [Signature]

EXHIBIT "A"

Services to be provided by
Title Company Provider/Firm

EXHIBIT A
REQUIREMENTS
HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES POOL"

RFP NO: 2013-152-10-09CGA

**(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. Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Services Pool" will be for a period of one (1) year period commencing November 28, 2013, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals with qualifications will be accepted until 9:30 A.M., Wednesday, October 09, 2013. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP NO: 2013-152-10-09CGA

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request for Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County requires that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN WEDNESDAY, October 2, 2013, 5:00 P.M. at (956) 292-7612, and/or BY EMAIL AT: cris.ayala@co.hidalgo.tx.us. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY FRIDAY, October 4, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) 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 w/qualifications (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS W/QUALIFICATIONS:

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

SIGNING OF PROPOSALS W/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

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

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

TERM OF CONTRACT:

Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Services" will be for a period of one (1) year period commencing November 28, 2013, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this bid/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

PURPOSE:

Hidalgo County is requesting sealed proposals w/qualifications from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for **"Title Company Services Pool"** for the purposes of providing and rendering title policy related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** per project for title company related services on an **"As Needed/Non-Exclusive/Purchase Order Basis"** to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM FIRM QUALIFICATIONS:

- (a) The firm must possess a current license from the Texas Board of Insurance
- (b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
 - Title Examiners
 - Closing Officers
 - Escrow Agents
- (c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:

Each proposal must address, but may not be limited, to the following issues:

- (a) Firm Name;
- (b) Name, position, phone and fax number of Point of Contact (POC);
- (c) Name of Principal/Owner and number of years in business;
- (d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
- (e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
- (f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
 - State in how many (business) days your company can return a "Title Report"

- after a request (i.e. "Purchase Order") is received by your firm.
- State your firm's/company's timeline (business days) to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates".
- State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- (a) Title Reports
- (b) Title Searches, (i.e., Title Certificates)
- (c) Title Commitments
- (d) Title Policy*
- (e) Escrow Agent Services when requested by the County

NOTE: * In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services.

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

V. INVOLUNTARY TERMINATION:

The qualified vendor/firm(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas;
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or

- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

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

SECTION III: SELECTION, EVALUATION AND AWARD

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

EVALUATION (GRADING, SCORING) CRITERIA:

➤ **GRADING AND SCORING POINT SYSTEM:**

- A. **FIRM'S STAFFING AND EXPERIENCE – (20 POINTS)**
- B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- (45 POINTS)**
- C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- (15 POINTS)**
- D. **COST OF SERVICES REQUESTED HEREIN- (10 POINTS)**
- E. **COST OF "OTHER SERVICES" PROPOSED – (10 POINTS)**

TOTAL POSSIBLE POINTS = 100

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 9, 2013.**

EXHIBIT "B"

Fee Schedule

Valley Land Title Co.

ORIGINAL

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190

October 8, 2013

www.rodriquezp@valleylandtitleco.com

Ms. Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas

Re: RFP#2013-152-10-09-CGA – “Title Company Services Pool” for Hidalgo County

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for Hidalgo County “Title Company Services Pool”.

History and Experience

Our company has operated in Edinburg and Hidalgo County since 1919. Our “Plant” contains real estate recordings history dating back to the establishment of Hidalgo County.

Our Examination Department is headed by Mr. Mario Garza who has over 33 years of examination history, all of them with our company. He is assisted by Mr. Danny Gonzalez, a 30 year veteran in the Examination Department. They lead an examining staff of seven. This group would provide title reports, title searches and title commitments to Hidalgo County.

Our Policy Department consists of five individuals lead by Ms. Carmen West, a 32 year veteran of the title company industry. They would be responsible for the final issuance of title policies.

We would dedicate our Closing Officers/Escrow Agents and their assistants that are located in our Edinburg office to fulfill the escrow agent services for Hidalgo County. Mrs. Patty Galindo is the Senior Escrow Officer with over 10 years of experience and she works with another escrow officer and two assistants. The typical charge for these services is \$250.00. The completion of an escrow “closing” can vary depending on the number of curative items that are involved and their complexity; for example, probate issues, multiple ownership and numerous judgments and liens can require weeks to be cleared. We strive to complete a closing within two business days once curative items are resolved.

Mr. Jerry Canales is our legal counsel and has been associated with the company since 1987; between 1987 and the end of 2005, Mr. Canales was an owner of the company.

Mr. Alonzo Cantu is the company's current owner, having become a part-owner in 2003. Mr. Cantu has been a successful builder, developer and bank director in Hidalgo County for over 25 years.

I joined Valley Land Title Company as its Chief Executive Officer in March of 2006 after a 30 year career in the commercial banking industry.

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact had been with Mr. Joe Pena, Director for the Hidalgo County Right of Way Department; currently we work with individual precincts and their right-of-way-personnel. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena was also our point of contact; currently, our contact person is Jaime Salazar. In addition, since 2003 we were contracted to work with L& G Engineering (2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

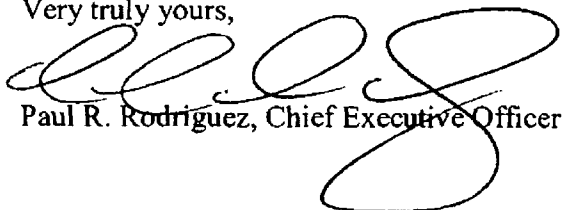
Delivery of Services

With the historical data and human resources at our disposal, we can produce a title report, title search or title commitment as quickly as any of our competitors in the title company business in Hidalgo County. Our experience tells us, however, that it is unreasonable and misleading to pledge to you that we can always provide these services in a certain number of days after an order is submitted. If the property involved has a "lot and block" legal description, it is reasonable to expect a title report/search/commitment within four business days. Properties that have less specific legal descriptions, on the other hand, can take over a week to complete.

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 that policy. Properties that are relatively clear of pending items can have policies produced well within seven to ten days. In other cases, especially in dealing with more remote locations, it can take up to a month to properly produce a policy.

We appreciate the opportunity to submit this Request for Proposals 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

TEXAS
SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE

Effective May 1, 2013

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
10,000	\$238								
10,500	242	28,500	368	46,500	497	64,500	625	82,500	753
11,000	244	29,000	373	47,000	499	65,000	628	83,000	757
11,500	248	29,500	376	47,500	503	65,500	631	83,500	759
12,000	252	30,000	380	48,000	508	66,000	635	84,000	762
12,500	255	30,500	383	48,500	512	66,500	640	84,500	767
13,000	260	31,000	387	49,000	515	67,000	644	85,000	770
13,500	264	31,500	390	49,500	518	67,500	645	85,500	773
14,000	267	32,000	393	50,000	522	68,000	649	86,000	776
14,500	270	32,500	398	50,500	525	68,500	653	86,500	781
15,000	272	33,000	401	51,000	527	69,000	656	87,000	785
15,500	276	33,500	405	51,500	531	69,500	659	87,500	788
16,000	280	34,000	408	52,000	536	70,000	664	88,000	791
16,500	284	34,500	412	52,500	540	70,500	668	88,500	795
17,000	288	35,000	415	53,000	543	71,000	672	89,000	799
17,500	292	35,500	419	53,500	547	71,500	674	89,500	801
18,000	296	36,000	422	54,000	550	72,000	677	90,000	804
18,500	298	36,500	426	54,500	553	72,500	681	90,500	809
19,000	301	37,000	429	55,000	556	73,000	685	91,000	813
19,500	304	37,500	433	55,500	559	73,500	688	91,500	817
20,000	309	38,000	437	56,000	565	74,000	692	92,000	819
20,500	312	38,500	441	56,500	568	74,500	696	92,500	823
21,000	317	39,000	443	57,000	571	75,000	700	93,000	827
21,500	320	39,500	447	57,500	575	75,500	702	93,500	831
22,000	324	40,000	450	58,000	579	76,000	706	94,000	832
22,500	327	40,500	455	58,500	581	76,500	709	94,500	837
23,000	330	41,000	457	59,000	585	77,000	713	95,000	842
23,500	333	41,500	462	59,500	589	77,500	716	95,500	845
24,000	337	42,000	465	60,000	593	78,000	720	96,000	847
24,500	340	42,500	469	60,500	597	78,500	725	96,500	851
25,000	345	43,000	471	61,000	600	79,000	729	97,000	855
25,500	348	43,500	475	61,500	603	79,500	730	97,500	859
26,000	352	44,000	479	62,000	607	80,000	734	98,000	862
26,500	355	44,500	483	62,500	611	80,500	738	98,500	866
27,000	358	45,000	487	63,000	613	81,000	742	99,000	870
27,500	361	45,500	490	63,500	617	81,500	744	99,500	873
28,000	365	46,000	493	64,000	621	82,000	748	100,000	875
101,000	881	130,000	1,041	159,000	1,202	188,000	1,363	217,000	1,523
102,000	886	131,000	1,047	160,000	1,207	189,000	1,368	218,000	1,529
103,000	892	132,000	1,052	161,000	1,213	190,000	1,374	219,000	1,534
104,000	897	133,000	1,058	162,000	1,218	191,000	1,379	220,000	1,540
105,000	903	134,000	1,063	163,000	1,224	192,000	1,385	300,000	1,983
106,000	908	135,000	1,069	164,000	1,230	193,000	1,390	400,000	2,537
107,000	914	136,000	1,074	165,000	1,235	194,000	1,396	500,000	3,091
108,000	919	137,000	1,080	166,000	1,241	195,000	1,401	600,000	3,645
109,000	925	138,000	1,086	167,000	1,246	196,000	1,407	700,000	4,199
110,000	930	139,000	1,091	168,000	1,252	197,000	1,412	800,000	4,753
111,000	936	140,000	1,097	169,000	1,257	198,000	1,418	900,000	5,307
112,000	941	141,000	1,102	170,000	1,263	199,000	1,423	1,000,000	5,861
113,000	947	142,000	1,108	171,000	1,268	200,000	1,429	2,000,000	10,421
114,000	953	143,000	1,113	172,000	1,274	201,000	1,435	3,000,000	14,981
115,000	958	144,000	1,119	173,000	1,279	202,000	1,440	4,000,000	19,541
116,000	964	145,000	1,124	174,000	1,285	203,000	1,446	5,000,000	24,101
117,000	969	146,000	1,130	175,000	1,291	204,000	1,451	6,000,000	27,861
118,000	975	147,000	1,135	176,000	1,296	205,000	1,457	7,000,000	31,621
119,000	980	148,000	1,141	177,000	1,302	206,000	1,462	8,000,000	35,381
120,000	986	149,000	1,146	178,000	1,307	207,000	1,468	9,000,000	39,141
121,000	991	150,000	1,152	179,000	1,313	208,000	1,473	10,000,000	42,901
122,000	997	151,000	1,158	180,000	1,318	209,000	1,479	11,000,000	46,661
123,000	1,002	152,000	1,163	181,000	1,324	210,000	1,484	12,000,000	50,421
124,000	1,008	153,000	1,169	182,000	1,329	211,000	1,490	13,000,000	54,181
125,000	1,014	154,000	1,174	183,000	1,335	212,000	1,495	14,000,000	57,941
126,000	1,019	155,000	1,180	184,000	1,340	213,000	1,501	15,000,000	61,701
127,000	1,025	156,000	1,185	185,000	1,346	214,000	1,507	20,000,000	75,051
128,000	1,030	157,000	1,191	186,000	1,351	215,000	1,512	25,000,000	88,401
129,000	1,036	158,000	1,196	187,000	1,357	216,000	1,518	30,000,000	96,401

Rates in Texas are set by the Texas Department of Insurance. For More Information, go to TDI's Website: www.tdi.texas.gov/title/index.html

Great care has been taken to make these tables correct though there is no warranty of complete accuracy

5/1/2013

EXHIBIT "C"

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/14

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

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

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III	956-682-2841	CONTACT NAME: Cris Palacios	
	956-630-4015	PHONE (A/C, No, Ext): 956-682-2841	FAX (A/C, No): 956-630-4015
		E-MAIL ADDRESS: cpalacios@swkins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Allstate Insurance Co.	
INSURED Valley Land Title Company, Ltd @ Water Tower Centre 612 Nolana, Suite 570 McAllen, TX 78504	INSURER B : Texas Mutual Insurance Co.		22945
	INSURER C : Commerce & Industry Insurance		
	INSURER D : The Travelers Ins. Co.		40282
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION INSURER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY		6808237B467	01/16/14	01/16/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		648558606	01/14/14	01/14/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	EBU034784294	01/16/14	01/16/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SBP0001165219	01/16/14	01/16/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Buildings or premises - offices/Title Company
Certificate Holder is included as Additional Insured on General Liability Policy per Blanket Additional Insured-Managers or Lessors of Premises provision of Xtend Endorsement No. CG D1 86 11 03 attached to the GL policy.

CERTIFICATE HOLDER	CANCELLATION
HIDCOPD	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
County of Hidalgo Purchasing Department 100 E Cano, 5th Floor Edinburg, TX 78539	AUTHORIZED REPRESENTATIVE R. Raul Cabaza, III

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. **800-745-1060** COMPANY **Allstate Insurance Co.** COMMERCIAL PERSONAL

POLICY NUMBER **648558606** EFFECTIVE DATE **01/14/14** EXPIRATION DATE **01/14/15**

YEAR **2000** MAKE/MODEL **Ford Ranger** VEHICLE IDENTIFICATION NUMBER **1FTYR10C3YPA00635**

AGENCY **Shepard Walton King Ins. Group** AGENCY PHONE NO. **956-682-2841**
R. Raul Cabaza, III

McAllen, TX 78501

INSURED

Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, Suite 570
McAllen, TX 78504

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

Tarjeta de Seguro de Responsabilidad de Texas
Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- o registro de vehículo de motor
- o licencia para conducir
- o etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- o motor vehicle registration
- o driver's license
- o motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. **800-745-1060** COMPANY **Allstate Insurance Co.** COMMERCIAL PERSONAL

POLICY NUMBER **648558606** EFFECTIVE DATE **01/14/14** EXPIRATION DATE **01/14/15**

YEAR **2013** MAKE/MODEL **Mazda Utility** VEHICLE IDENTIFICATION NUMBER **JM3KE2BE4D0167635**

AGENCY **Shepard Walton King Ins. Group** AGENCY PHONE NO. **956-682-2841**
R. Raul Cabaza, III

McAllen, TX 78501
INSURED

Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, Suite 570
McAllen, TX 78504

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