

**REQUEST FOR PROPOSALS
(w/QUALIFICATIONS)**

**Hidalgo County
Edinburg, Texas**

“REAL ESTATE BROKER SERVICES FOR HIDALGO COUNTY”

_____, **2014**

Contact Person:

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

1. Sealed proposals with qualifications will be received for “**Hidalgo County – Real Estate Broker Services**”, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2014-132-00-00CGA-Hidalgo County- Real Estate Broker Services**” and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, _____, 2014.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2014-132-00-00CGA- HIDALGO COUNTY- REAL ESTATE BROKER SERVICES”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 OR VIA E-MAIL TO: cris.ayala@co.hidalgo.tx.us BY NO LATER THAN WEDNESDAY, _____ 2014 AT 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS BY FRIDAY, _____ 2014, by 5:00 P.M. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, ~~Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office~~

~~in order to establish an account with the County.~~ All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: **(If applicable)**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation – **“Hidalgo County – Real Estate Broker Services”**
 - 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
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, **2014**
Project/Anticipated Award Date: _____, **2014**
Commence Work or Deliver Products: _____, **2014**

18. Bid or Performance Bond and **Debarment Certification**; Payment Under Contract:

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~· Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~· If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~· If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~· For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- ~~· It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor 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.~~

20. **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 Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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 PROPOSER.

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not

picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL

**HIDALGO COUNTY
“Real Estate Broker Services”**

RFP NO: 2014-132-00-00-CGA

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

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT A

REQUIREMENTS/SCOPE OF WORK/QUALIFICATIONS

HIDALGO COUNTY REQUEST FOR PROPOSAL (w/QUALIFICATIONS)

"REAL ESTATE BROKER SERVICES"

RFP NO: 2014-132-00-00-CGA

(NIGP Code: 958-83)

The County of Hidalgo is requesting sealed proposals from qualified and interested broker firms in order to contract for "Real Estate Broker Services" to assist the County in the disposition and/or acquisition of property for **Hidalgo County on an "As Needed Basis/Non Exclusive Basis" per project by Hidalgo County Precincts** as specified herein in accordance with Local Government Code 263.008 the County may contract with a broker to sell a tract of real property that is owned by the county. All firms submitting a response to this request for proposals must be a licensed real estate broker in the State of Texas. The information provided in the Request for Proposal (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Real Estate Broker Services". RFP's will be accepted until **9:30 A.M., Wednesday, _____, 2014. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP NO: 2014-132-00-00-CGA

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:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN WEDNESDAY _____ 2014 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: cris.ayala@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by FRIDAY, _____, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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 N. 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**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF PROPOSALS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposals (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 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.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of three (3) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)

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

TERMINATION OF SERVICES:

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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.

CONTENTS:

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PURPOSE:

Hidalgo County is soliciting proposals from qualified firms and/or individuals with demonstrated competency and qualifications for complete broker services for the disposition and/or acquisition of property on an as needed basis as identified by the County. In general the need for the acquisition of property will initially be identified by the Hidalgo County Commissioners. The role of the selected firm or individual will be to provide professional advice to the county concerning the market conditions impacting the property, prepare and execute a detailed marketing plan, identify potential buyers and assist, as requested, in final contract negotiations. **While the county has initially identified five (5) properties for disposition, it is anticipated that additional properties will be identified during the initial term of the executed contract.**

At this time, the County has identified the following five (5) properties for potential sale:

1. Youth Village
1711 N. Bridge Ave. Weslaco, Texas
2. McAllen Automobile License Substation
529 N. Cynthia St. McAllen, Texas
3. Pct. #3 Oil and Lube Garage
412 W. 13th Street, Mission, Texas
4. H.C. Old Co. Jail/Restitution Center
207 E. Loeb St., Edinburg, Texas
5. H.C. Old Facilities Mgmt. Carpentry Shop
219 E. Loeb St., Edinburg, Texas

Duties to be performed by the broker will include, but not be limited to:

- Finding a buyer ready, willing, and able to purchase each of the properties listed and future properties to be identified by Hidalgo County
- Assisting the County in identifying properties available for future expansion of services throughout Hidalgo County.
- Assisting to the extent requested by County, in negotiating terms of and completing a real estate purchase and sale agreement, and
- Services will include comprehensive review of potential properties (categorized with recommended improvements) offered by County, marketing of selected properties for disposition and sale;
- Complying with all applicable laws in performing duties.

SCOPE OF WORK

- I.** Broker will propose a methodology that will give Hidalgo County the opportunity to have minimal out-of-pocket compensation for the scope of work to be performed. Compensation shall be brokerage commissions on closed transactions.

II. Broker may be asked to develop a comprehensive strategic plan and holistically evaluate County's assets and operations for:

- a. A fixed fee;
- b. An hourly consulting basis, or
- c. A percentage basis statutorily permitted by Law at County's sole discretion and most advantageous option.

III. Broker may be requested to provide disposition services to implement strategic initiatives and reduce facility costs or generate revenue for Hidalgo County. This may include, but not limited to: the disposition of surplus assets owned by the County whether by sale, auction, lease, sublease, joint venture, public/private partnership or other means necessary and advisable to implement the strategic initiatives. Compensation for any such services if requested by the County may be:

a. If Disposition by Sale:

1. \$0 – 2 million = _____ % (To be negotiated with a cap of 6%)
2. \$2.1 – 7 million = _____ % (To be negotiated with a cap of 5%)
3. \$7.1million+ = _____ % (To be negotiated with a cap of 4%)

b. If Disposition by Auction or Sealed Bid;

1. In the event of disposition by auction of property and to eliminate the out-of-pocket costs to the County;
 - a. Broker shall be paid a success fee from County's proceeds at escrow of ____%.
 - b. Fees shall be paid by third-parties with whom the County may conclude a transaction, or funded through the transaction (sale proceeds);
 - c. The buyer of said property shall pay a buyer's premium based on the asset type. Marketing costs to implement the auction process shall be by mutual consent once the scope of work and number of parcels to be sold is better known.

This methodology means that the County will never have to fund the costs of the broker's auction services. All fees are paid from proceeds of sales.

c. If Disposition by Lease;

1. In the event of a lease of County owned property, broker shall be paid a fair market commission from lease proceeds generated as a result of such lease.

d. Acquisition Transactions:

1. In the event that the strategic plan calls for acquisition of real estate by lease or purchase, the County shall notify third-party landlords that broker is exclusively authorized to represent the County in real estate matters as assigned by the County for which broker shall be entitled to earn and be paid a fair market commission by said third-party landlord.

IV. Additional Services:

Should the County wish to consider additional services other than the ones mentioned in this proposal, broker may develop a program that matches the County's needs and provide relevant pricing that is open book and transparent.

MINIMUM FIRM QUALIFICATIONS:

Please note that responses to this RFP are sought only from experienced brokers who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate brokerage services. A proposal must demonstrate that the broker meets the following minimum qualifications to be eligible for consideration for this project:

- a) The firm, organization or company must have a minimum of one real estate broker licensed in the State of Texas. Other key real estate professionals, assigned to the contract must be real estate agents licensed in the State of Texas
- b) The firm must have an office that has been continuously operated for the last five (5) years within the County Area.
- c) The lead broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of five (5) years of experience and a proven track record in providing commercial real estate brokerage transactional services involving large scale commercial properties for its clients.
- d) Each real estate professional assigned to this contract must have a minimum of three (3) years of experience in his or her areas of expertise. All other assigned professionals must have a minimum of three (3) years of experience in their areas of expertise.
- e) Be advised that Hidalgo County may require that the contract between the broker and Hidalgo County include a provision making any change in staff persons identified in the contract subject.

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;

EXPERIENCE:

- I. Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided commercial real estate advisory services within the past three (3) years. For each property, provide the following:
 - Detailed property description
 - Location of the property
 - Description of respondent's role
 - Completion date of service, and
 - The fee for the services provided.
- II. Each property example should be described in an executive summary format limited to three (3) pages each.
- III. Responding firm shall demonstrate at least three (3) projects that were undertaken and successfully sold as commercial developments;

REFERENCES:

Responding firm shall provide a minimum of three (3) client references for commercial real estate representation. Information should include primary contact telephone number and email address. Responding firms that do not provide reference information will not be considered for award.

COST/FEE PROPOSAL:

Responding firms shall provide a proposed cost of services and all fees including commission.

SECTION III: SELECTION, EVALUATION AND AWARD

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a point system with emphasis on ability to service the County and experience, including but not limited to the following:

	<u>Maximum Points</u>
A. Firm(s) Qualifications	(25)
B. Marketing Plan	(25)
C. Cost/Fee Proposal	(30)
D. Understanding of Project/Similar Services	(20)
TOTAL:	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 100

SECTION III: FORMAT OF PROPOSALS

The proposal shall be divided into tabbed, marked sections and shall include but not be restricted or limited to the following information described in this section.

1. Letter of Transmittal

The letter of transmittal must include the following; clearly identify the submitting organization or individual; identify the name and title of the person authorized by the organization to contractually obligate the organization; identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization; identify the names ,titles and telephone numbers of persons to be contacted for clarification; identify the tax identification number; explicitly indicate the acceptance of all of the General Conditions and Requirements conditions stated in the appropriate section of this solicitation; and be signed by the person authorized to contractually obligate the organization.

2. Proposed Team

Responding firms or individuals shall provide current resumes for each principal, and each of the other staff members that the firm intends to include on it's team. Resumes should address educational background, work experience, and professional affiliations.

If the lead management role will be assumed by someone other than a responding firm's principal, identify the individual on the entity's behave who will be responsible

for the day-to-day management of the advisory team and implementation of the overall program of work. Responding firm shall identify all other firms and organizations it intends to include as strategic partners.

Clearly identify the current license status of each individual listed in the proposed team (license number, license type, license status, expiration date).

3. Experience

Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided commercial real estate advisory services with the past three (3) years. For each property provide the following;

- Detailed property description
- Location of Property
- Description of Respondents role
- Completion date of service
- The fee for the service provided

Each property example should be described in an executive summary format limited to three (3) pages each.

4. References

Responding firm shall provide three (3) client references for commercial real estate representation. Information should include primary contact telephone number and e-mail address. Responding firms that do not provide reference information will not be considered for award.

5. Cost/Fee Proposal

Responding firms shall provide a proposed cost of services and all fees including commission. This section shall have original signatures/titles.

EXHIBIT B

EVALUATION CRITERIA

Hidalgo County

“REAL ESTATE BROKER SERVICES”

RFP: 2014-132-00-00CGA

EXHIBIT "B"

SELECTION/EVALUATION/RANKING CRITERIA

Proposals w/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in ability to assist-assess review and facilitate counties revenue and expenditure efficiencies in various public and private sectors, including but not limited to the following:

1. FIRMS QUALIFICATIONS - (25 POINTS)

- a) Licensed Real Estate Broker;
- b) Experience (years) in Real Estate Marketing;
- c) Provides appropriate evidence of adequate staffing;

2. MARKETING PLAN- (25 POINTS)

- a) Demonstrate at least three (3) projects undertaken and sold as commercial development;
- b) Broker provided a marketing plan.

3. COST/FEE PROPOSAL – (30-POINTS)

- a) Proposed cost of performing services;
 - (including commission and all fees of performing services)

4. UNDERSTANDING PROJECT/SIMILAR PROJECTS - (20 POINTS)

- a) Brokers technical understanding of the project;
- b) Broker adheres to the instructions in the request for proposals on preparing and submitting the proposal;

TOTAL POINTS = 100 POINTS

EXHIBIT "B"
RFP EVALUATION FORM
"REAL ESTATE BROKER SERVICES"

Selection Criteria		Minimum Points	Score
1. FIRM (S) QUALIFICATIONS	25 PTS		
➤ Licensed Real Estate Broker;		0-10	
➤ Experience (years) in Real Estate Marketing		0-10	
➤ Provided appropriate evidence of adequate staffing		0-5	
Comments/Rationale for points:		TOTAL:	=====
2. MARKETING PLAN	25 PTS		
➤ Demonstrate at least three (3) projects undertaken and sold as commercial development		0-15	
➤ Broker provided a marketing plan		0-10	
Comments/Rationale for points:		TOTAL:	=====
3. COST	30 PTS		
➤ Proposed cost of performing services; ○ (including commission and all fees of performing services)		0-30	
Comments/Rationale for points:		TOTAL:	=====
4. UNDERSTANDING OF PROJECT/SIMILAR SERVICES	20 PTS		
➤ Brokers technical understanding of the project		0-15	
➤ Broker adheres to the instructions in the request for proposals on preparing and submitting the proposal		0-5	
Comments/Rationale for points:		TOTAL:	=====
		TOTAL SCORE:	=====

Provider: _____
 Evaluator: _____ Date: _____

of **"Real Estate Broker Services"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this Contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this Contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall be for a period of three (3) years commencing on _____ and terminating on _____, unless earlier terminated as provided herein. Hidalgo County reserves the right to extend this Contract for an additional one (1) year term, and this Contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay

in award of new bid for next contract.

9. **Notice.** 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 be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Consultant(s): _____
Attn: _____

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 at it is deposited in the United States mail.

10. **Conflict with Applicable Law.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such

conflict exists.

11. **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.

12. **Entire Agreement.** This Contract contains the entire Contract 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 Consultant(s) and not otherwise.

13. **Texas Law to Apply.** 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.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. **Assignment.** This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

17. **Headings.** The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** 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.

19. **Authority to Execute.** The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. **Ethical Provision.** It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. **Indemnity and Hold Harmless.** Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. **Representation and Warranties.** Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to

promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

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

APPROVED BY COMMISSIONERS COURT ON _____, 2014.

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

By: _____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Consultant:

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

DRAFT

DRAFT

EXHIBIT "C"
INSURANCE