

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §

**PROFESSIONAL APPRAISAL SERVICES CONTRACT  
C-20-433-07-28**

**THIS CONTRACT** is made and entered into this 28<sup>th</sup> day of July, **2020**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Appraisal Haus** (the "Appraiser").

**WHEREAS**, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional appraisers to assist the County by providing appraisal services;

**WHEREAS**, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and;

**WHEREAS**, Appraiser was pre-qualified for the County's pool of appraisers, and selected from the pool to provide (**On Call**) appraisal review services on an as-needed basis for **Hidalgo County Precinct No. 1**, in accordance with the terms and provisions of Exhibit "A" Requirements, attached hereto (the "Services"), Request for Qualifications and incorporated herein by reference; and

**WHEREAS**, on a per project basis, County shall determine when the services of Appraiser are required and shall provide project specifications (the "Specifications") to Appraiser for Appraiser's review and response.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Appraiser hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Appraiser hereby promises to review the project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifications"), a proposal. The proposal shall include, but not be limited to, the following: **(1)** fee structure for the project; **(2)** services included in the basic fee; **(3)** amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Appraisal's consultants); and **(4)** cost for reimbursable expenses (collectively the "Appraiser's Proposal");

3. County shall enter into negotiations with the Appraiser regarding the Appraiser's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract in order to detail the Appraiser's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other appraisers.

4. **Term.** This Contract shall be for a period of **one (1) year**, commencing, **July 28, 2020**, and expiring **July 27, 2021** unless this Contract is terminated pursuant to the provisions herein.

5. **Non-Exclusive Services of Appraiser.** This is a non-exclusive contract and the County is not precluded from retaining the services of other appraisers for projects within Hidalgo County Precinct No. 4 when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another appraiser.

6. **Standards.** Appraiser agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. As a condition of this Contract, Appraiser shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services for a

particular project. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County.

7. **Vehicles.** All trucks or vehicles operated by the Appraiser to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Appraiser who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

8. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Appraiser agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary in providing Services or are otherwise required by law, and shall require of all its sub-consultants connected with providing services under this Contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, Appraiser's activities and all persons, vehicles, equipment and property connected with providing Services, including, but not limited to professional liability insurance covering Appraiser's activities in providing the services to County. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. Appraiser shall furnish to County certificate(s) of insurance and all renewals throughout the duration of the Project on an Acord form, issued by the insurer that such insurance is in full force and effect, (See attached Exhibit "C" *Insurance Requirements*).

9. **Indemnification.** Appraiser shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Appraisal under this Contract. Said indemnity shall cover any negligent act or failure to act by the Appraiser, its agents or employees.

10. **No Assignment.** Except as otherwise herein provided, Appraiser may not assign the obligations or rights under this Contract in whole or in part by either party without the prior written consent of the other party.

11. **Independent Contractor.** Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo  
Attn: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Appraiser: Appraisal Haus  
Attn: George Jaime Salazar II  
502 W Kuhn St.  
Edinburg, TX 78541

13. **No Waiver.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Termination.** Any contract awarded to the Appraiser will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days written notice prior to cancellation.

15. **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.

16. **Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 thirty (30) days written notice to Appraiser. 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. **Agreements for the acquisition, including the lease of real or personal property under Tex.Loc.Govt.Code §271.903:** In the event that during any term hereof the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to Appraiser. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

20. **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 representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by the parties hereto, and not otherwise.

21. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

22. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this contract/Contract. Applicable

nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**COUNTY OF HIDALGO, TEXAS:**

By: \_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPRAISER: Appraisal Haus**

\_\_\_\_\_  
By: \_\_\_\_\_

Printed Name: George Jaime Salazar II

Title: OWNER

*Approved by Commissioner's Court on \_\_\_\_\_, 2020.*

**APPROVED AS TO FORM:**

Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Robert Viña III , Assistant District Attorney

**EXHIBIT "A"**  
SERVICES TO BE PROVIDED BY APPRAISER

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers and/or Appraisal Reviewers (firms) in order to establish a pre-qualified pool on an "As Needed 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 Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 26, 2020, and ending March 25, 2021.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of "**PROFESSIONAL APPRAISAL SERVICES AND/OR APPRAISAL REVIEW SERVICES ANNUAL POOL-HIDALGO COUNTY**" (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 29, 2020.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

## **SECTION I**

### **GENERAL TERMS AND CONDITIONS**

#### **RFQ DOCUMENT SUBMITTALS/DELIVERY**

**A total of one (1) original (pages one-sided, clearly marked ORIGINAL), one (1) copy and two (2) USB's/CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ N0: 2020-013-01-29-MEG, Project title: "Professional Appraisal Services and/or Appraisal Review Services Annual Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:  
2800 S. Business Hwy. 281  
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and **no** reimbursements for such charges or expenses shall be passed onto Hidalgo County.

#### **DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of

interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seek to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**COMPLETED FORM CIQ MUST BE SUBMITTED TO THE HIDALGO COUNTY CLERK'S OFFICE LOCATED AT 100 N. CLOSNER, EDINBURG, TEXAS 78539-HIDALGO COUNTY COURTHOUSE.**

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

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit J) 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Respondents, 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:**

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

**ELECTRONIC TRANSMISSION OF QUALIFICATIONS:**

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

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Respondent 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 vendor's ability.

**RESPONDENT DEFAULT:**

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

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:**

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) BY NO LATER THAN Tuesday, January 21, 2020, at 5:00 p.m. Responses will be sent to all applicants by Thursday, January 23, 2020, at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF 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 respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of the project(s) unless the project specifies for more than one (1) year.

**DAVIS BACON ACT: (IF APPLICABLE)**

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

**SECTION II**  
**RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the respondents 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.

**FIRM QUALIFICATIONS:**

County of Hidalgo is seeking to contract with an Appraisal and/or Appraisal Review firm(s) that have experience in, but not limited to the following areas:

**A. Scope of Appraisal Services:**

- 1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or

requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and/or licensed trainee which aided in the process. Four additional copies will be furnished.

- 2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used for comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be within a two-year time frame. If any sales which have occurred prior to the two-year limit, they must be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.
- 3) Current location maps of the subject property including, area, regional, plat, and flood maps must be included and clearly labeled for the subject property.
- 4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2019 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.
- 5) Appraisal reports are due within four weeks of the request (20 business days) and receipt of a fully executed purchase order.

***B. Scope of Appraisal Reviewer Services:***

- 1) Review all appraisal reports for each Property to determine the consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices.
- 2) As a review of an initial and update appraisal are two separate and distinct appraisal assignments, the fees must consider the complexity of each separate assignment as shown in the Provider's Fee Schedule.
- 3) Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for any Special Meeting/Commissioners Court. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.
- 4) Appraisal Review reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.
- 5) It is the County's sole option to require TXDoT's form ROW-A-10 "Tabulation of Values" in the deliverable for appraisal review assignments.

**Additionally, the above section(s) (A and/or B) should include, but are not restricted to the following information:**

- A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.
- C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance (See Attachment B).
- D. List of Recent Projects-within Two (2) Years (See Attachment B).
- E. Ability to commence services immediately after successfully negotiating a contract for services.
- F. Familiarity with the geographical area.
- G. Statement regarding an Affirmative Action Program.
- H. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001 et seq.

**SECTION III**  
**SELECTION/EVALUATION**

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below and will be scored on the scales shown in the enclosed "RFQ Evaluation Form. "The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

- |   |                         |
|---|-------------------------|
| <b>1) <u>Responsiveness:</u></b>  | <b><i>30 points</i></b> |
| <ul style="list-style-type: none"> <li>a) Requested Information</li> <li>b) Thoroughness</li> <li>c) Understanding of Project</li> <li>d) List of references provided</li> <li>e) Clarity - Brevity</li> <li>f) Degree of Interest</li> </ul> |                         |

2) **Firm Capabilities:**

**45 points**

- a) Background
- b) Relevant experience
- c) Experience with similar projects
- d) Knowledge of area
- e) Timeliness of schedule
- f) Quality services previously provided to Hidalgo County
- g) Current workload
- h) Ability to commence various requested projects simultaneously
- i) Completion of projects within budgets

3) **Staffing:**

**25 points**

- a) Qualifications of personnel-The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
- b) Key personnel
- c) Required discipline skills

**REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Real Estate Appraiser/ Appraisal Reviewer Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

- 1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser/ Appraisal Reviewer Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.
- 2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

- 1) Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
- 2) The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
- 3) If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;