

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-14-132-07-08

THIS AGREEMENT is made on the 8th day of **July, 2014** by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and a State of Texas licensed real estate broker **CBRE INC.**, (hereinafter "Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with "**Real Estate Broker Services**" (the "Services"). The County requested proposals from licensed real estate brokers to assist the County to provide real estate brokerage services to the County. The Services include, but are not limited to, the items listed on Exhibit A, which is attached and made a part of this Contract.
2. Consultant(s) will report any problems or recommended changes in the Implementation 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 Exhibit 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 Contractor and is not an employee of County or any agency thereof, and represents and warrants Consultant(s) 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 upon execution of contract, 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): CBRE, INC.
Attn: Scott Senese
100 Congress Ave.
Austin, Texas 78701

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 employees 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, its officers, county employees and elected officials 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.

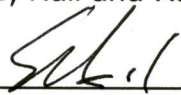
To the extent permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents 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 Consultant as contained in Consultant's responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty 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, may elect to terminate this Contract, for cause. 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

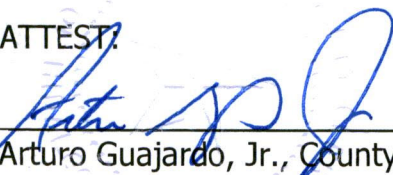
By: 
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

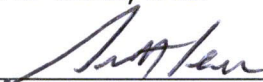
By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/8/14 RO

ATTEST:


Arturo Guajardo, Jr., County Clerk

Consultant: CBRE, INC.

By: 

Printed Name: Scott Lerech

Title: Senior Managing Director

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

REQUIREMENTS/SCOPE OF WORK/QUALIFICATIONS

HIDALGO COUNTY

REQUEST FOR PROPOSAL (w/QUALIFICATIONS)

"REAL ESTATE BROKER SERVICES"

RFP NO: 2014-132-05-28-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, May 28, 2014. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2014-132-05-28-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:

<p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN WEDNESDAY, MAY 14, 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, MAY 16, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

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. Closser, 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 SEALED 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 sealed 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 several properties as listed in Attachment A for disposition, it is anticipated that additional properties may be identified during the initial term of the executed contract.**

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.

 - c. If Disposition by Lease;

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.

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 shall 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 Broker/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 fee/cost of services including commission of performing services.

SECTION III: SELECTION, EVALUATION AND AWARD

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals with qualifications (RFP/Q's) received.

- B. After the RFP/Q's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q:

	<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:	<u>100</u>

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 behalf 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 including commission of performing services. This section shall have original signatures/titles.

Attachment A

At this time, the County has identified the following 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
6. Weslaco Health Clinic
1901 N. Bridge, Weslaco, Texas
7. LJ Drain
Minnesota Rd., Alamo, Texas
8. Owasa Rd. 5.0 AC
Donna, Texas
9. Vacant Lot
529 N. Cynthia, McAllen, Texas
10. Sabal Palms
1200 Canary Island Lane, Alamo, Texas
11. Sabal Palms
700 Mediterranin Lane, Alamo, Texas
12. Sabal Palms
704 Mediterranin Lane, Alamo, Texas
13. Sabal Palms
708 Mediterranin Lane, Alamo, Texas
14. Sabal Palms
712 Mediterranin Lane, Alamo, Texas

15. **Fuel Station Vacant Lot**
W. Kika De La Garza Loop, Mission, Texas
16. **Private Rd. S. of Old Military Road**
Co. Road 2974 (0.7500 AC), La Joya, Texas
17. **Private Rd. S of Old Military Road**
Co. Road 2974 (0.5100 AC) La Joya, Texas
18. **Private Rd. S. of Old Military Road**
Co. Road 2974 (0.6500 AC) La Joya, Texas
19. **Private Rd. S. of Old Military Road**
Co. Rd. S. 2974 (1.4200AC) La Joya, Texas
20. **Gonzalez Drain Pond**
Curry Rd and Dillion Rd, Edinburg, Texas
21. **Cray Verley Drainage Pond,**
Curry Rd (9.80 AC), Edinburg, Texas
22. **Cray Verley Drainage Pond,**
Curry Rd (10.00 AC), Edinburg, Texas
23. **Health Department Central Office**
1304 S. 25th Street, Edinburg, Texas

EXHIBIT "B"

Price Proposal



Letter of Transmittal

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

SCOTT SENESE
SR. MANAGING DIRECTOR

100 Congress Ave
Suite 500
Austin, TX 78701
T 512.499.4902
scott.senese@cbre.com

Dear Ms. Salazar,

On behalf of the project team representing CBRE, Inc. (CBRE), I am pleased to submit this response to the County of Hidalgo regarding real estate services.

We understand that hiring a real estate partner is a weighty decision, particularly for counties who must manage a diverse range of needs from constituents, City departments and other stakeholders. CBRE believes that our vast resources, public sector track record, proven best practices and leadership talent offer a *reliable, transparent, and market-tested approach* that supports County operations and benefits taxpayers. We have served as a real estate partner for numerous public-sector clients, including other Texas municipalities and counties such as San Marcos, Houston, Hays County, and Dallas County, and are guided by the principle of supporting the responsible stewardship of public real estate. By partnering with CBRE, the County will have access to the commercial real estate industry's largest network, most advanced resources and service platform, and unparalleled market data, research, and analysis – all of which will help the County make informed real estate decisions in support of its real estate goals and vision.

For this assignment, CBRE is combining resources from our El Paso office, our McAllen office, our Public Institutions and Education Solution Group (PIES) group, which has extensive experience performing real estate services on behalf of counties around the country, and partnering with AAA Real Estate & Investments, a dynamic and experienced local firm. This integrated team of experts will ensure the County representatives have access to the best personnel and resources.

I, Scott Senese, Sr. Managing Director for CBRE, am authorized to negotiate contract terms and render binding decisions on behalf of the firm. I accept the terms and conditions as described in this RFP and will serve as your point of contact for any necessary clarifications.

Name:	Scott Senese
Title:	Sr. Managing Director
Telephone:	512.499.4912
Email:	Scott.Senese@cbre.com
Address:	100 Congress Ave Austin, TX 78701

Company Legal Name: CBRE, Inc.
Company Legal Status: Corporation
Principal Office: 11150 Santa Monica Blvd., Suite 1600 Los Angeles, CA 90025
State of Incorporation: Delaware
Year of Incorporation: 1906
Federal Taxpayer ID Number: 95-274-3174

Sincerely,

Scott Senese
Sr. Managing Director

CBRE



Price Proposal

COMPENSATION

CBRE proposes a compensation methodology that will give the County the opportunity to have minimal out-of-pocket compensation for the scope of work to be performed by CBRE. It is difficult if not impossible to ascertain what the aggregate compensation level to CBRE may be until a full assessment of the portfolio has been performed. However, we anticipate the majority of compensation to be through commissions for executing transactions.

The following sections outline our pricing structure in greater detail. Please note that certain elements and/or supplemental services can be specifically defined and priced when the precise scope of the County's requirements are better understood.

Comprehensive Strategic Planning

CBRE could develop a comprehensive strategic plan and holistically evaluate County's assets and operations for a fixed fee or on an hourly consulting basis.

Disposition of County Property by Lease and/or Sale

CBRE may be requested to provide disposition services to implement strategic initiatives of the County and reduce facility costs or generate revenue for the County. This may include, but not be 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.

CBRE's compensation for any such services if requested by the County shall be:

If Disposition by Sale

- \$0-2 million = 6%
- \$2-7 million = 5%
- \$7 million+ = 4%

OPENED
5/28/14
a.ksam

Witnessed

Fees shall be paid by third-parties with whom the County may conclude a transaction, or funded through the transaction (sale proceeds), so as to eliminate the County's out-of-pocket costs. Commissions shall be calculated on a cumulative basis.

If Disposition by Auction or Sealed Bid

In the event of disposition by auction of property and to eliminate the out of pocket costs to County:

CBRE shall be paid a success fee from County's proceeds at escrow of one percent (1%). The buyer of said property shall pay a buyer's premium of five percent to ten percent (5-10%), 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 County will never have to fund the cost of CBRE's auction services. ALL fees are paid from proceeds of sales.



Price Proposal

If Disposition by Lease

In the event of a lease of County owned property, CBRE shall be paid a fair market commission from lease proceeds generated as a result of such lease. Fair market commission for representation of County as landlord is equal to six percent (6.0 %) if a broker is representing the lessee, with two percent (2%) paid to CBRE and four percent (4%) paid to the lessee's broker. In the event the disposition is completed without a cooperating broker, the commission is reduced to a four percent (4%) fee to CBRE.

Landlord-Based Commissions (Acquisition Transactions)

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

Financial Advisory Services

At the request of the County, and at the County's sole discretion, CBRE may be requested to provide Financial Advisory Services to implement the strategic plan and reduce facility costs for the County. This may include, but not be limited to, the sale/leaseback or lease/leaseback of County-owned facilities such as Administrative Facilities, bondable net leases, the structuring of joint ventures, public/private partnerships or other transactions necessary to implement the real estate portfolio strategies outlined in the Strategic Plan to be provided by CBRE.

CBRE's compensation for any such Financial Advisory Services shall be:

- 1) A market-based compensation schedule determined by mutual agreement ~~once the~~ scope of work has been defined, and
- 2) Funded through transaction proceeds (third-party landlord's or financing arrangements) so as to eliminate or reduce the County's out-of-pocket costs.

OPENED

5/28/14
a. y. san

Witnessed

Additional Services

Should the County wish to consider additional CBRE services, including Asset Services, Facilities Management, Capital Markets, Workplace Consulting, Project Management, Sustainability, Appraisal, and Construction Management, or others mentioned in this proposal, CBRE will develop a program that matches the County's needs and provide relevant pricing that is open-book and transparent.

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

SCOTT SENESE
SR. MANAGING DIRECTOR

100 Congress Ave
Suite 500
Austin, TX 78701
T 512.499.4902
scott.senese@cbre.com


RE: Award of Proposal for Real Estate Broker Services - BAFO


Dear Ms. Ayala,

On behalf of the project team representing CBRE, Inc. (CBRE), we are excited to have been selected to work with the County of Hidalgo and look forward to negotiating a contract/agreement with you.

In response to your request for a Best and Final Offer, please accept our original terms and pricing as our BAFO.

Sincerely,


Scott Senese
Sr. Managing Director


Peter Jansen
Regional Director - CBRE | Public Institutions

CBRE

**EXHIBIT "C"
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2014

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 OF 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 Aon Risk Services of the Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 PHONE (A/C, No.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURERS AFFORDING COVERAGE NAIC #	
INSURED CBRE, Inc 301 Merritt 7, 2nd Floor Norwalk, CT 06851	INSURER A: Zurich American Insurance Company 16535	
	INSURER B: ACE Property & Casualty Insurance Co. 20699	
	INSURER C: American Zurich Insurance Company 40142	
	INSURER D: Factory Mutual Insurance Company 21482	
	INSURER E:	
INSURER F:		

COVERAGES

THIS IS TO CERTIFY THAT 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO838419912	3/1/2014	3/1/2015	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____			BAP838420012	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			XOO G2737976A	3/1/2014	3/1/2015	EACH OCCURRENCE	\$8,000,000
							AGGREGATE	\$8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC914178308	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH - ER	
C				WC838419515			E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	BUSINESS PERSONAL PROP & TENANT IMPROVEMENTS			UC443	3/1/2014	3/1/2015	All Risk Form, \$10,000 Deductible, Replacement Cost	\$1,000,000

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

The Certificate Holder is included as an additional insured, with respect to Commercial General Liability, to the extent required by written contract.

CERTIFICATE HOLDER Hidalgo County	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

FEDEX

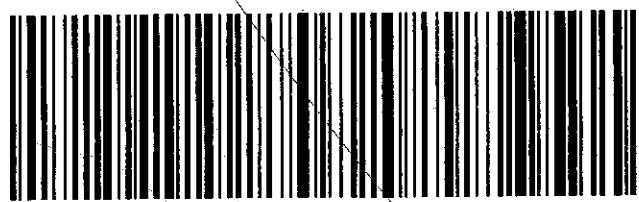
Express

TUE - 29 JUL AA
STANDARD OVERNIGHT

FedEx
TRACKING
0215 8707 2435 9082

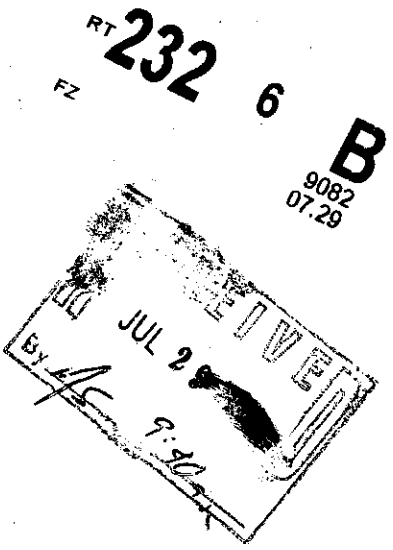
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78539
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HRL



FID 938502 28JUL14 AUSA 51AC2/ED4F/65DD

envelope ship



16
23

FedEx US Airbill Express

FedEx Tracking Number

8707 2435 9082

1 From: This portion can be removed for Recipient's records.
 Date: 7/28/14 FedEx Tracking Number: 870724359082
 Sender's Name: CR RICHARD ELLIS, INC Phone: 512 499-4900
 Company: CR RICHARD ELLIS
 Address: 100 CONGRESS AVE STE 500 Dept/Floor/Suite/Room
 City: AUSTIN State: TX ZIP: 78701-2747

2 Your Internal Billing Reference

3 To:
 Recipient's Name: MOISES SALAZAR Phone:
 Company: HIDALGO COUNTY HOLD Weekday (Print FedEx location address below, NOT available for FedEx First Overnight.) HOLD Saturday (Print FedEx location address below, Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.)
 Address: 2802 SOUTH BUSINESS HWY 281 Dept/Floor/Suite/Room
 City: STEUBURGH State: TX ZIP: 78539

4a Express Package Service

FedEx Priority Overnight Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight Next business afternoon. Saturday Delivery NOT available.
 FedEx First Overnight Earliest next business day delivery to select locations. Saturday Delivery NOT available.
 FedEx 2Day Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Express Saver Third business day. Saturday Delivery NOT available.

4b Express Freight Service

FedEx 1Day Freight Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx 2Day Freight Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx 3Day Freight Third business day. Saturday Delivery NOT available.

5 Packaging

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube

6 Special Handling and Delivery Signature Options

SATURDAY Delivery NOT available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.
 No Signature Required Package may be left without obtaining a signature for delivery.
 Direct Signature Someone at recipient's address may sign for delivery. Fee applies.
 Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?
 One box must be checked.
 No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice, 9, UN 1845
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. Cargo Aircraft Only

7 Payment Bill to:

Obtain Rev. Acct. #
 Sender (Acct. No. in Section 1 will be billed) Recipient Third Party Credit Card Cash
 Total Packages: Total Weight: Credit Card Auth.:

fedex.com 1.800.GoFedEx 1.800.463.3339

RECIPIENT: PEEL HERE



8707 2435 9082

Your liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

55

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-45025** A. Consideration and approval of Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District No. 1 concerning the Sale of LJ Ponds Real Property to Hidalgo County Drainage District No. 1;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Approval of Closing documents for Sale of LJ Pond tracts of real property and Authority for County Judge to execute same.

NO ACTION taken on this Item.

3. **AI-45302** Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department for: Hidalgo County Precinct No. 2 -"Roadrunner Subdivision Paving and Drainage Improvements"-RFB No. 2014-285-07-30-MSS.

D. Co. Wide

1. **AI-45097** Acceptance and approval of the final negotiated consulting services contract for "Real Estate Services" for Hidalgo County project-RFP 2014-132-5-28CGA with CBRE, Inc.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

17. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-45352** Civil No. 2:13-cv-00193; Veasey, et al v. Perry, et al
- D. **AI-45299** C-1590-12-C; Mirthala Lopez v. Juan Vasquez and Hidalgo County