



**Information for Interested Parties
Regarding a Potential Exchange of Interest in Real Property**

**OFFERS DUE: Monday, July 20 @ 2:00 p.m. (CST)
Dallas County Purchasing Department
509 Main St., 6th Floor, Room 623
Dallas, Texas 75202**

Exchange of Interest in Real Property

NOTICE TO ALL OFFERERS:

All questions regarding this information are to be submitted in writing to Shannon Brown, Assistant County Administrator via e-mail @ sbrown@dallascounty.org or by fax to (214) 653-7057 or via mail to 411 Elm Street, 3rd Floor, Dallas, Texas 75202, **no later than 2:00 p.m. (CST) Monday, July 13, 2009**. All questions must clearly reference the properties in question. No oral communication is binding on the County. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

****NOTE:** Any additional information or other correspondence (general information, question and responses) regarding the subject properties will be made available exclusively through the Dallas County website for retrieval. Potential offerers are solely responsible for frequently checking this website for updates at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.html>.

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INTENT/OVERVIEW

Dallas County will consider offers from an individual, private partnership, or corporation of other private entity, for the exchange of real property with Dallas County. Dallas County owns property located at 738 Fort Worth Avenue, Dallas, Texas 75208 and 1808 Sylvan Avenue, Dallas, Texas 75208, that currently serves as the County's automotive service center. A legal description of each of these properties is provided in this document. Dallas County is considering offers for property exchange where the County could continue to operate a facility that services the County's fleet.

COUNTY'S COMMITMENT

The receipt of offers is not a commitment by the County to accept any offers. The County will not be liable for any direct or indirect costs that any offering firm may incur in the preparation or production of an offer, or for any subsequent sales, due diligence, or negotiation costs, not specifically included in the offer made.

The County reserves the right at its sole and exclusive discretion to cancel this process at any time, add, modify, or delete any items in this information, negotiate additional items to be included, or delete items available.

The materials and information included in this information are intended to assist the offering firms in the formulation of responses. The County's desire is to provide the offering firms with relevant information known at the time of the production of this document. However, the County makes no representation as to the accuracy and completeness of such materials and information. The offering firms understand and agree that the County nor any of its agents, advisors, or representatives make any representation as to the accuracy and completeness of such materials and information and shall have no liability to the offering firms resulting from the use of said materials and information.

The County shall not be bound by any language in an offering firm's bid indicating confidentiality or any other restriction on its' use or disclosure.

OFFER DUE DATE

Unless otherwise posted, all offers will be due at 2 p.m. (CST) on Monday, July 20, 2009. Offers will not be accepted after the due date and time specified and will be returned unopened.

LEGAL AUTHORITY

The County of Dallas Texas ("Dallas County" or the "County") will consider offers in accordance with State of Texas Local Government Code 263.006. All information will be kept confidential until a contract is formally executed or the County rejects all offers.

EVALUATION CRITERIA

The evaluation criteria will be solely determined by the County and will ensure that any accepted offer is in the best interest of Dallas County.

SELECTION PROCESS

Each offer will be reviewed by a committee that consists of a representative of Commissioners Court, Dallas County Public Works Department, Operations (representing the Automotive Service Center), and the District Attorney's Office. The committee will make a recommendation to Commissioners Court on the offer that is in the best interest of Dallas County.

DISQUALIFIED OFFERS

Offers submitted via fax submission will not be accepted. Offers submitted other than as specified in this information packet may not be considered. Offers submitted after due date and time will not be considered.

SUBMITTAL ADDRESS

Submit the completed response(s) to:
Dallas County Purchasing Department
Attn: Linda Boles, Assistant Purchasing Agent
509 Main Street, Room 623 Records Building
Dallas, TX 75202

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One (1) original and five (5) copies of the offer shall be delivered (sealed) by 2:00 P.M. (CST) on Monday, July 20, 2009 and shall be clearly marked "OFFER FOR THE EXCHANGE OF REAL PROPERTY" on the outside of the package.

Offers will not be accepted after the due date and time. The County is not responsible for sealing offers, unmarked/improperly marked offers or offers delivered to any other location.

The purpose of this information packet is to provide an opportunity for all interested parties and organizations to present the County with offers.

ACCESS TO APPRAISALS

Dallas County has completed the appraisal required to exchange the property. In order to review this appraisal, an offerer will be required to sign a confidentiality agreement drafted by the District Attorney's Office, Civil Division. Requests to review the appraisal must be made in writing to **Shannon Brown, Assistant County Administrator** via e-mail @ sbrown@dallascounty.org or by fax to (214) 653-7057 or via mail to 411 Elm Street, 3rd Floor, Dallas, Texas 75202.

OFFER FORMAT

In order to facilitate the analysis of all offers received, offering firms are required to prepare their offers in accordance with the instructions outlined in this section. All offers must be submitted in a sealed package. Offers that deviate from these instructions may be considered non-responsive. Offers must be prepared as simply as possible and provide a straightforward, concise description of the offer's terms. All parts, pages, figures, and tables must be numbered and clearly labeled.

TRANSMITTAL LETTER

Provide a transmittal letter on your firm's letterhead. A transmittal letter, which shall be considered an integral part of the offer, shall be signed by an individual who is authorized to bind the offerer contractually. If the offerer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. The transmittal letter should be of minimal length to serve as the Offer abstract. The transmittal letter should include the following:

- a. Name and address of the firm
- b. Name, title and telephone number of the contact person for the firm
- c. A statement that the offer is in response to this request
- d. A statement that the General Terms & Conditions included in this document have been read and are accepted
- e. The signature and printed (typed) name and title of the individual who is authorized to contractually bind the company.

OFFER

Offering firms are to provide a detailed description, including Dallas Central Appraisal District account number, of the real property to be exchanged. This description should include, at a minimum, a list of all buildings/structures currently located on the property and their general condition, all easements associated with the property, a zoning summary/requirements of the property in a format similar to the zoning summary provided for the subject property below, and any restrictions on the property. If the offer includes a monetary exchange in addition to the property exchange, the terms of the monetary exchange must be detailed.

In accordance with Texas Local Government Code §263.006, the offer may include a partial cash payment. Please clearly state if the offer submitted includes a partial cash payment to Dallas County.

This process will not consider offers that do not include the exchange of an interest in real property.

TIMELINE

Offering firms are to provide a proposed timeline of events if the offer is accepted. In addition, the offer should clearly state the date at which the offer expires.

PROPERTY DESCRIPTION

The subject property is identified as the Dallas County Automotive Service Center, which is the "whole property" located at 738 Fort Worth Avenue and 1808 Sylvan Avenue, Dallas, Dallas County, Texas 75208. The whole property is an estimated 0.8519 acres, 37,208 square feet site improved with two (2) auto service buildings, one (1) car wash building and other related site improvements. The property tax ID numbers are 00000300403000000 and 00000300394000000. The subject property currently has several items

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considered personal property and should not be included in the value of any offer provided. These include, but are not limited to: all office furniture, telephones and computer equipment, wall hangings and artwork, all parts and tools in inventory, hydraulic lifts, tractors, jib cranes, and portable sheds.

The subject property is located in a municipality that has zoning ordinances. Specific zoning requirements are summarized in the following tables.

Zoning Summary

Zoning Jurisdiction	City of Dallas County
Zoning Designation	PD 714 Subdistrict 1B, effective February 23, 2005 (the subject property has been zoned IR – Industrial Research)
Zoning Change Likely?	No
Description	Medium density mixed-use development that respects existing businesses but gives incentive for new mid-rise commercial and residential development
Permitted uses	Retail, lodging, office and commercial uses

Zoning Requirements

Category	Zoning Requirement	Existing Conditions
Minimum Lot Area	None	Conforming
Minimum Street Frontage	None	Conforming
Minimum Lot Width	None	Conforming
Minimum Lot Depth	None	Conforming
Minimum Front Yard Setback	6 feet	Non-conforming
Minimum Side Yard Setback	None	Conforming
Minimum Rear Yard Setback	None	Conforming
Maximum Site Coverage	80%	Conforming
Parking Requirements	1 space for every 200 SF (retail) 1 space for every 100 SF (restaurant) 1 space for every 400 SF (office)	Conforming

The subject zoning is classified as an interim zoning district. With the implantation of the new zoning, the immediate area surrounding the subject property is currently experiencing redevelopment.

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GENERAL TERMS & CONDITIONS

AMBIGUITY, CONFLICT OR OTHER ERRORS IN INFORMATION:

If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this information, he shall immediately notify the county of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with this information without divulging the source of the request for same.

If a vendor fails to notify the county prior to the date and time fixed for submission of offer of an error or ambiguity in this information known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify this information prior to the date and time fixed for submission of offers by issuance of an addendum to all parties who have received this information. All addenda will be numbered consecutively beginning with 1.

OFFER PREPARATION COST:

Costs for developing offers are entirely the responsibility of the offering firms and shall not be chargeable to the County of Dallas.

DELIVERY OF OFFERS:

All offers shall be delivered to:

Dallas County Purchasing Department
Attn: Linda Boles, Assistant Purchasing Agent
509 Main Street, Room 623, Records Building
Dallas, Texas 75202

Completed **Sealed** Offers must be received/clocked in the Purchasing Department by 2:00 p.m. (CST) on Monday, July 20, 2009. The official time clock will be clock located in the Purchasing Department. Offers received/clocked at 2:01 p.m. (CST) and thereafter will be considered late and will not be accepted. Late offers will be returned to the offerer unopened. Dallas County will not be responsible for un-marked/improperly marked offers or for offers delivered to the wrong location.

ECONOMY OF PRESENTATION:

Offers should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in this information. Such exhibits shall be clearly marked with the applicable reference number of the questions in this information. Offers must address the requirements since the request for offer must be answered concisely and clearly. Offers that do not address each criterion may be rejected and not considered.

OFFER OBLIGATION:

The contents of the offer and any clarification thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

WITHDRAWAL OF OFFER:

A vendor may withdraw his offer by submitting a written request for its withdrawal over the signature of an authorized individual as described in Transmittal Letter Section above, to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new offer prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

STATUS OF OFFER:

Disposition of Offer - All offers become the property of the County and will not be returned to the vendor.

DISCLOSURE OF OFFER CONTENT:

All Offers and other materials submitted in the response to this process become the property of Dallas County. All Offer information, including detailed price and cost information, shall be held in confidence until the contract is awarded and/or cancelled. Upon the completion of the evaluation process and award and/or cancellation of the offer, the Offers and associated materials shall be open for review by the public in accordance with Public Information Act. By submitting an Offer, the Offere acknowledges and accepts that the

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full contents of the Offer and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Proposer and prior to submission of the Offer.

CONTRACTUAL DEVELOPMENT:

The contents of this information and selected Firm's offer will become an integral part of the contract but may be modified by provisions of the contract as clarified. Therefore, the Offering Firm must be amendable to inclusion in a contract of any information provided (in writing) either in response to this process or subsequently during the selection processes.

LOSS, DAMAGE OR CLAIM:

The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless Dallas County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold Dallas County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

COLLUSION

The successful offering firm may be required to provide an affidavit that he/she has not conspired with other potential offering firms in any manner to attempt to control competition. However, this paragraph does not preclude two or more firms from presenting a combined or joint offer for the purpose of submitting a complete offer.

CONFLICT OF INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with Dallas County or be financially interested, directly or indirectly, in the sale to Dallas County of any land, materials, supplies or services, except on behalf of Dallas County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with Dallas County shall render the contract voidable by Dallas County. It is the responsibility of the firm during all phases of the contract process to notify Dallas County in writing of any potential conflict of interest.

DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

RIGHT TO REJECTION

The County reserves the right, at its sole discretion, to reject any and all Offers or to cancel this request in whole or part as determined to be in the best interest of the County.

Any Offer received which does not meet the requirements of this information may be considered to be non-responsive, and the Offer may be rejected as authorized by the Commissioners Court.

The County reserves the right, at its sole discretion, to waive any technicality in the Offer provided such action is in the best interest of the County. Where the County waives minor technicalities in the Offer, such waiver does not modify this information requirements or

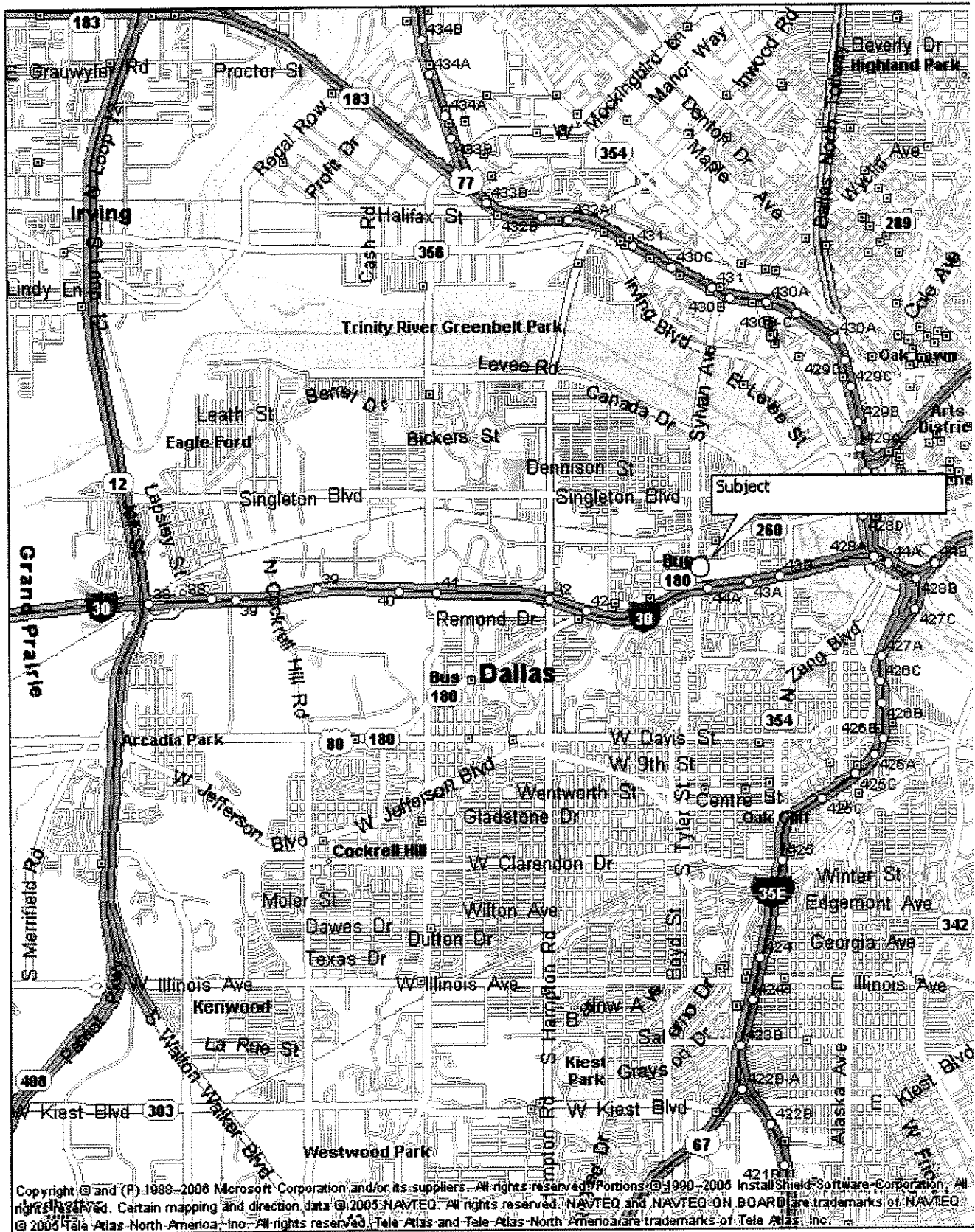
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excuse the Proposer from full compliance with this information. Notwithstanding any minor technicalities, the County may hold any Proposer to strict compliance with this information.

Governing Law Venue

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.

MARKET AREA MAP



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**WHOLE PROPERTY SITE
DESCRIPTION & ANALYSIS**

Legal Description: The subject is legally described as a portion of the Block 4021, Lot 7 and 8, the City of Dallas, Dallas County, Texas.

MapscO Location: 44-U (Dallas Book)

Size: 0.8519 acre, 37,108 square feet

Dimensions: 208.50' along the Sylvan Avenue; 197.35' along Fort Worth Avenue, 347.85' along eastern property line; 141.93' along south property line.

Present Zoning: PD 714 Subdistrict 1B

Highest and Best Use
As Vacant: Commercial.
As Improved: Interim use as an auto service station.

Utilities: City of Dallas provides water/sewer to site, TXU Electric, Atmos Energy, AT&T

Terrain and Topography: Level

Drainage: Appears Adequate

Flood: Zone X – Outside of a 100 year flood zone.

Easements of Record and Effect: Based on an inspection of the site, there are no apparent easements adversely affecting this property.

Relationship of Site to Nearby Streets: The subject is located in the SE quadrant of Fort Worth Avenue and Sylvan Avenue.

Describe Adjacent Development: Surrounding development consists office and commercial uses. A number of sites within the immediate area are being redeveloped.

AERIAL MAP (CIRCA 2007) WITH OVERLAY



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date