REQUEST FOR QUALIFICATION INDEFINITE DELIVERY/ INDEFINITE QUANTITY REAL ESTATE APPRAISAL and RELATED PROFESSIONAL SERVICES

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- **Conflict of Interest Questionnaire (Form CIQ)** – Link Provided pg. 36
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I. Introduction, Purpose and Intent

This Request for Qualifications (RFQ) solicitation is being conducted pursuant to Texas Government Code Chapter 2254. Dallas County (County) is seeking Statement of Qualifications (SOQ) from qualified real estate appraisal service firms or individuals with demonstrated professional competence and experience to provide Real Estate Appraisal Services for a variety of properties on an "as-needed" basis. Appraisals are required for the purpose of determining fair market values associated with land purchases, for temporary or permanent easement acquisition for the construction of improvements, and for right-of-way for road construction. Qualified individuals or firms interested in providing such services are invited to submit responses to this RFQ.

The projects will include Dallas County Major Capital Improvement Program Projects (MCIP), Federally funded transportation projects, Road and Bridge District projects and other similar in-house inter- department projects that include the exchange, sale, or conveyance of County-owned real estate administered by the Dallas County Public Works Department (hereinafter "Department") for Right-of-Way (hereinafter "ROW") acquisition and other real estate services.

The RFQ allows County to qualify firms for specific Professional Services. The County intends to select up to three (3) firm(s) as a result of the RFQ. In order to assist with new projects, County will assess the selected firm(s) on a rotational or qualifications basis as necessary for a given project. The selected firms may be awarded projects that are managed by Dallas County Public Works. This is a solicitation for Professional Services for a single project or multiple projects over the period of **five (5) years**.

The firm's response to the RFQ will be the basis of determining the qualifications to perform the professional services in accordance to the Professional Services Procurement Act (Texas Government Code Chapter 2254).

This RFQ is the first step in a two-step process for selecting one or more firms. Each Respondent's Statement of Qualifications will be evaluated to determine whether it is responsive, and each Respondent will be evaluated to determine whether it is responsible. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the County.

In the second step of the process, Interviews, the "most" qualified Respondents will be requested to attend an interview with the County Evaluation Committee to confirm the Qualification submittal and answer additional questions. The County Evaluation Committee will then rank the remaining Respondents in order to determine one or more of the "most" qualified Respondents.

The County will enter into negotiations with up to three (3) of the highest ranked Respondents in an attempt to negotiate an Agreement at a fair and reasonable price. If negotiations are unsuccessful with the highest ranking Respondent, County will formally end such negotiations and enter into negotiations with the next ranked Respondent. This process will be followed until County is able to successfully negotiate an Agreement or determines to cancel this solicitation.

DEFINITIONS

The following definitions are used throughout the RFQ:

Appraisal: The act or process of developing an opinion of value of or pertaining to appraising and related functions such as appraisal practice or appraisal service.

Appraiser: One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective.

Appraisal Consulting: The act or process of developing an analysis, recommendation, or opinion to solve a problem, where an opinion of value is a component of the analysis leading to the assignment results. An appraisal consulting assignment involves an opinion of value but does not have an appraisal or an appraisal review as its primary purpose.

Appraisal Practice: Valuation services performed by an individual acting as an appraiser, including but not limited to appraisal, appraisal review, or appraisal consulting.

Appraisal Review: The act or process of developing and communicating an opinion about the quality of another appraiser's work that was performed as part of an appraisal, appraisal review, or appraisal consulting assignment.

Auditor: means the Dallas County Auditor or his/her designee.

Contact Person/Procurement Coordinator: the Dallas County Purchasing Department person identified in a County Solicitation as the contact person regarding the solicitation during the course of the no-contact period.

Contractor: Respondent awarded the contract.

Commissioners Court: means Dallas County Commissioners Court.

County: means Dallas County, Texas, a political subdivision of the State of Texas.

Day: means calendar day

Designation(s): Professional Designation for a Real Estate Appraiser is an active designation or certification by a national or international organization which has adopted the Uniform Standards of Professional Appraisal Practice (USPAP) for professional appraisal practice in North America and promulgated by the Appraisal Standards Board of the Appraisal Foundation. In addition, the organization must require training, experience, testing and recertification in the field of real estate appraisal.

Due Date: means the date and time described herein for receipt of responses.

IDIQ: means Indefinite Delivery/Indefinite Quantity

Independent Appraiser: means an individual who performs the professional service of evaluating real estate for a fee and operates independently without influence, guidance or control of others.

Local Time: Time in the Central Standard Time as observed by the State of Texas. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

No-Contact Period: means the period of time from the date of issuance/ release of the Solicitation until a Contract is executed. All Respondent communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the No - Contact Period, regarding any Active Solicitation, must be directed solely to the Purchasing Contact Person/ Procurement Coordinator. The Contact Person/Procurement Coordinator for any specific solicitation can be identified by visiting: **https://www.dallascounty.org/departments/purchasing/currentbids.php** to view the solicitation.

Professional Appraisal Organization: means an organization which requires its members to meet specific minimum standards of education, completion of specified appraisal courses, written examinations and the submission and approval of an extensive and detailed demonstration appraisal report.

Professional Designation: means a title conferred upon an individual by a professional appraisal organization,

signifying the attainment of a specific level of proficiency in appraising various types of real estate. Professional designations normally relate to the type of property which the appraiser is qualified to appraise.

Professional Services: as defined in Texas Government Code Sec. 2254.002. Definitions means services within the scope of the practice, as defined by state law, of: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or provided in connection with the professional employment or practice of a person who is licensed or registered as: a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

Public Works: means the Dallas County Public Works Department.

Purchasing: means the Dallas County Purchasing Department.

Purchasing Agent: means the Dallas County Purchasing Agent.

Request for Qualifications (RFQ): A solicitation document requesting submittal of qualifications or specialized expertise in response to the scope of services required. No pricing is solicited with an RFQ. Generally used for Professional Services wherein the Respondents are evaluated based solely on their qualifications. Price is not considered until after selection is made by the agency based on qualifications. Professional Services are covered under Texas Government Code, Section 2254.

Respondent: Company, contractor, firm or individual submitting a Qualification in response to this RFQ.

Responsive: The Respondent has complied with all material aspects of the solicitation document, including submission of all required document.

Responsible: The Respondent has the capability to fully perform and deliver in accordance with the contract requirements. The agency may include past performance, financial capabilities and business management as criteria to determine if a Respondent is capable of satisfying the contract requirements.

Service: means the activities, obligations, and deliverables described in the RFQ and Scope of Services.

SOQ: means Statement of Qualifications.

Statement of Work: is a description of specific work to be performed by the Respondent as negotiated by Dallas County and the Respondent, which shall contain sufficient detail to determine the scope of work and services to be provided by the Respondent on a particular project and time for performance. The work described in a Statement of Work shall be ordered through an associated Work Order.

Working Day: means Monday through Friday except for days that County has designated as holidays.

Work Order: is the contractual instrument issued by Dallas County to the Respondent under this RFQ Agreement, which sets forth the services to be provided by the on a particular project. Each Work Order issued hereunder shall be in accordance with the form and shall include a Statement of Work, performance time and negotiated price for such work not to exceed rates. An individual Work Order shall become in effect, a fixed-price agreement when the Purchase Order and Notice to Proceed (NTP) is issued. The completed NTP authorizes the Respondent to begin work under that Work Order.

II. Specifications or Scope of Work

The services to be provided by the Respondent shall include, but are not limited to, the following:

a) Shall furnish and provide all licenses, permits, labor, personnel, technicians, service, supervision, project management, expertise, documentation, reports, materials, supplies, tools, equipment, pay all taxes including payroll taxes, fees, benefits, tolls, benefits, insurance, fuel including fuel surcharges, shipping and handling, transportation, freight, travel time, mileages, parking, tolls, rental cost, disposal cost and all other overhead costs including incidentals necessary to perform the scope of services outlined in this solicitation, as described herein.

b) By submitting, the Respondent certifies that he has fully read and understands this "Request for Qualification" and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Respondent's own risk and cannot secure relief on pleas or error. Neither law nor regulations make allowance for error or omission or commission on the part of Respondent's.

Compensation for services will be based on a negotiated rate for all services agreed in accordance with accepted practice and applicable program guidelines. Should your firm be selected, the unit costs will be negotiated with the County. Dallas County will not use competitive Qualifications procedures as criteria for entering into such an agreement, as this would violate the Texas Government Code, Chapter 2254, as amended.

c) The County, through the course of routine construction activities frequently needs to acquire easements, both temporary and permanent, on private property. In some cases, the County must acquire ownership of all or a portion of certain parcels of land necessary for the installation of improvements. The properties requiring appraisal services are both residential and commercial. Individuals who are requested to provide services under this RFQ would be required to develop the fair market value associated with land and/or easement acquisition.

d) A pool of three selected firms shall be placed on the County's approved list and shall be assigned work by the County on an as-needed basis. If the firm or individual contacted by County is not available due to lack of resources or not able to meet the time constraints of a particular project, County shall contact another qualified provider from the remaining pool.

e) There is no representation as to the number of appraisals to be performed during any given time period. These tasks will be assigned on an "as-needed" basis.

f) Contractor shall designate a single point of contact within the Contractor's organization to which the County can look for timely resolutions of any issues which may arise related to Contractor's work in performance of assigned projects.

g) Consultants shall generally be on an aggressive schedule to produce documents after project assignment. Time is of the essence for performance, as projects may be funded through various sources with specific timeframes for submission of documents.

h) Contractor shall accept assigned project from the County, regardless of size or value of property concerned and provide expeditious service to meet County requirements and timelines. The projects will include Dallas County Major Capital Improvement Program Projects (MCIP), Federally funded transportation projects, Road and Bridge District projects and other similar in-house inter- department projects that include the exchange, sale, or conveyance of County-owned real estate administered by the Dallas County Public Works Department (hereinafter "Department") for Right- of-Way (hereinafter "ROW") acquisition and other real estate services.

i) Contractor shall be able to provide both electronic and hardcopy documents, files and reports of all appraisal activity and forms.

j) Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state and federal applicable laws, ordinances and regulations. Respondents must be State Certified General Real Estate Appraisers certified by the Texas Appraiser Licensing and Certification Board.

k) The appraiser (individual, firm, team, etc.) will provide expert testimony on behalf of the county in accordance with applicable appraisal standards, the constitution and laws of the state, and all federal laws and regulations.

Additional Requirements: The services required of the selected firms may include, on a project-by-project basis, but are not limited to:

a) The Appraiser/Firm shall provide, at minimum, State Certified real estate appraisers selected on the basis of demonstrated competency and qualifications as described in Section 8.0. The County shall approve all appraisers to be used on County Project prior to the employment of the appraiser for any project. Failure to have prior approval of the appraiser by the County shall constitute an action of default and, at the sole discretion of the County, may result in cancellation or termination of the Work Order. No payment will be considered for or made for any appraisal services accomplished prior to the written approval by the County.

b) Furnish to the County a copy of the certification or license for all real estate appraisers that are to participate in the furnishing of appraisal services as described under any Work Order.

c) Maintain a complete set of project ROW plans, plates, and property legal land descriptions at the office location.

d) Maintain in accordance with generally accepted methods all books, documents, papers, accounting records, digital files and other evidence pertaining to costs incurred, and/or work performed hereunder. Firm shall make such materials available at its office during the Contract period for inspection by the County, the Texas Department of Transportation (TxDOT), any agency of the United States, any court of competent jurisdiction or the authorized representatives of each entity for the purpose of making audits, examinations, excerpts, copies, or transcriptions.

e) Provide and utilize the following: (1) Microsoft Project 365 or latest County upgrade for all schedules, (2) Microsoft Word 2010 or latest for all documents, (3) Microsoft Excel 2010, or latest County upgrade for accounting information unless specifically directed otherwise in any Work Order. If any change is made in the above, Appraiser/Firm agrees to provide and utilize such new or additional software without cost to the County.

Appraisal Services: The services required of the selected firms shall include but are not limited to:

a) Provide State certified appraisers with qualifications and experience in ROW acquisition in State of Texas with minimum provisions as stated in Section 8.0.

b) Ensure that appraisers or appraisal firms used under this Contract shall have no conflict of interest with or pending litigation against County. The Contractor will ensure that appraisers are totally independent of any and all appraisers who have performed or will perform appraisal services on the project and be accepted by County in writing prior to the commencement of any services to be performed. (i.e. an appraisal company working as and providing appraisals under the name or corporate entity or structure of another appraisal services company).

c) Furnish appraisal services and reports that are well reasoned, appropriately documented and which will receive the acceptance and approval of County, and/or City and/or TxDOT, and/or Federal authority, reviewing same, the party reviewing same depending on type of project included in Work Order.

d) Prepare Letter of Permission to Appraise for each parcel on forms provided or approved by the County.

e) Appraiser /Firm shall secure permission, in writing, from the owner to enter the property, unless written permission has been provided by the County, from which land is to be acquired during estimated term of the project for appraisal and survey purposes. If, after exercising its best efforts, Firm is unable to secure the necessary letter of permission from the property owner, Firm shall contact the County in writing for record purposes only stating each attempt made and the reason why permission to enter the property could not be obtained. Failure to secure a letter of permission to enter to appraise shall not relieve Firm from appraisal responsibility.

f. Maintain and deliver to County the permission letters with all appraisal reports.

g) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of each Parcel. Maintain record of contact in file.

h) Have each appraisal report or opinion of value prepared by an appraiser qualified to form such opinion and who is a current member in good standing on the County's list of approved state certified fee appraisers and, for TxDOT funded projects, on the TxDOT approved appraisers list. The appraiser list will be available from the Property Appraisal Supervisor. The appraiser list changes from time to time and Firm is encouraged to obtain a current list prior to negotiation of any Work Order. No additional time will be granted or added to the schedule for timely completion of any project or Work Order on account of the County's or TxDOT's consideration for placement of the appraiser on either's list.

i) The appraisal report for each parcel to be acquired shall be the independent determination of the appraiser in full compliance with the minimum appraisal standards as shown in Appendix "C", (Appraisal Standards) attached hereto and incorporated by reference as if fully reproduced herein word for word; the Uniform Standards of Professional Appraisal Practices (USPAP); and, as applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 USCS 4601 et seq, and 49 CFR 24, as amended, and effective on the date of the first contact to acquire the property. In the event that a specific property or access to the property or other item will not permit the appraiser to completely comply with each requirement, the appraiser shall within five days of such determination make a written request to the Property Appraisal Supervisor for a waiver of such requirements. The Property Appraisal Supervisor shall make a written response to such request approving, disapproving, or modifying the request. Each completed report will be furnished to the Department by the Contractor for review and approval of the offer to be made. Deletions can be made from the requirements by written permission of the Property Appraisal Supervisor.

j) Appear as expert witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the Dallas County Criminal District Attorney's Office Civil Division (hereinafter "District Attorney's Office") and shall provide all exhibits or other items as may be approved by the District Attorney's Office and Department as necessary or convenient to provide testimony, including, but not limited to, adequate compensation.

k) Coordinate with Review Appraiser regarding corrections and/or additional information, which may be required.

l) In the event that an appraisal report is not approved by the County or any of the approving authorities, the Appraiser, at its sole cost and expense, shall cause the property to be re-appraised to comply with and receive the approval of the County and each of the approving authorities. Any delays to delivery schedule will be at the Appraiser's expense.

m) Notify the Department of underground tanks and other forms of environmental contamination and any hazardous, regulated, or solid waste (HAZMAT) found on the ROW to be acquired, which could require environmental remediation.

Appraisal Report for Review: The services required of the selected firms shall include but are not limited to:

a) The Firm shall transmit each and every appraisal report to the Department of Public Works, Property Appraisal Supervisor, Dallas County Records Building, 500 Elm Street, Suite 5300, Dallas, Texas 75202.

b) For the purpose of the Appraisal Review the herein listed terms are defined as follows:

- "Services," as used in this clause, includes services performed and reports or information furnished to the County or utilized in the performance of services.
- "Acceptance," as used in this clause, as it applies to appraisal report review, means the completion of the review of the appraisal report by the Property Appraisal Supervisor, correction or changes being made by the appraiser to allow the successful review of the report, the approval of the County Appraisal Review Board and the written notification to Appraiser of an amount to be offered, with qualification of Commissioners Court Approval, for the acquisition of that parcel in the specific project for which such appraisal report was written or prepared.
- "Correction" or "correct" as used in this clause means the elimination of a deficiency or nonconformance.
- Completion" as used in the RFQ and Contract Agreement pertains to an appraisal that is performed by the contracted appraiser that meets USPAP requirements and is delivered to County within the contracted time schedule and accepted by the Appraisal Review Board.

c) The Property Appraisal Supervisor shall conduct an appraisal review that will include, but not be limited to, making a determination that the report reviewed contains all of the minimum requirements as shown in Appendix "C", (Appraisal Standards), and will be effective on the date of the review, as applicable, that the report is well reasoned, contains all supporting documentation and that all calculations are correct. Additionally, depending upon the type of project or source of funding of the project included in the Work Order, the appraisal shall be subject to the review and approval of a City, TxDOT, or Federal Agency. All such reviews will be accomplished or managed by the Property Appraisal Supervisor and for correction, clarification, additional documentation or reappraisal shall be treated the same as shown below.

d) Notwithstanding inspection and acceptance by the County or any provision concerning the conclusiveness thereof, the Appraiser warrants and shall certify that all services performed shall conform to the terms and conditions of the RFQ, the Contract and the respective Work Order under the Contract.

e) At the completion of the review process, the Property Appraisal Supervisor shall give written notice to the Appraiser that:

- The report is being forwarded to the County Appraisal Review Board with or without comments; or
- The report is, in whole or in part, erroneous, deficient or inadequate, and the Appraiser is required to correct some or all non-conformance; or
- The report is, in whole or in part, erroneous, deficient, or inadequate, and the Appraiser is not required to correct some or all non-conformance; or
- The report is, in whole or part, not completed within the contracted or agreed upon time schedule.

f) Any notification of non-conformance issued by the County shall fully and clearly describe the errors, deficiencies or inadequacies and include, at the discretion of the County recommendations for correction of nonconformance.

g) The Appraiser shall address the request for correction(s) or clarification within 5 working days and return the corrected or clarified report to the Property Appraisal Supervisor for consideration, unless such time is extended by

the County, in writing. In the event that the corrected or clarified report is accepted, the Review Appraiser may forward such report to the County Appraisal Review Board for its consideration.

h) If the Property Appraisal Supervisor requires correction and the results of such corrections, alterations or additions to the original appraisal report are not deemed to reflect the fair market value, just compensation, or adequate compensation required to be paid for the acquisition of that parcel, the Property Appraisal Supervisor shall submit such report to the County Appraisal Review Board with a recommendation that such report not be accepted. If the County Appraisal Review Board rejects the values in the appraisal report, the Appraiser shall be notified in writing of such rejection and either: (1) the Appraiser will be required to furnish a subsequent appraisal that is acceptable to the County at no additional cost to the County; or (2) the Property

Appraisal Supervisor may prepare an appraisal report for such parcel. In no event shall any appraiser be required to submit other than an independent opinion. **No cost shall be due or paid for any appraisal report until such time as it shall be accepted by the County Appraisal Review Board.**

i) If the Appraiser is required to correct or re-perform, it shall be at no additional cost to the County

j) If the appraisal report is deficient, as described in paragraph "i" of this section, the County shall make an equitable adjustment in the Work Order price. When the defects in services cannot be corrected to the satisfaction of the County by correction or re- performance, the County may:

- Requires the Appraiser to take necessary action to ensure any future performance conforms to Contract requirements; and reduce the Contract price to reflect the reduced value of the services performed.

k) If the Appraiser fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with the terms and conditions of the RFQ, including the Contract or all or any part of any Work Order, the County may:

- By Contract or otherwise, perform the services and charge to the Appraiser any cost incurred by the County that is directly related to the performance of such service; or, terminate the Contract, the Work Order, or remove the parcel from further action under the Contract or Work Order for default.

l) If the appraisal report is approved by the Property Appraisal Supervisor, it will be submitted to the County Appraisal Review Board for consideration. In the event that the Appraisal Review Board member has questions or concerns, he/she may require that additional information be given, including but not limited to additional comparable sales, additional consideration be given to the reasoning or that any mathematical or other similar error be corrected. The Property Appraisal Supervisor shall, after notice to the Appraiser, have unlimited access and the unlimited right to directly contact the appraiser in these matters.

m) Subsequent to the review of the appraisal by the Review Appraiser the appraisal shall be submitted to the County Appraisal Review Board which will review all appraisal reports for support for opinion of value, accuracy, compliance with subsection d of this Section, and consistency of values. If there is a TxDOT project, additional approvals may be required. The Public Works Department will submit a TxDOT provided form, Tabulation of Values ROW-RTA-10, for each appraisal to each governmental entity for each appraisal. Appraiser covenants and agrees that it will be responsible, without additional cost to the County, to make or require to be made, all required or necessary additions, changes, or corrections to each appraisal, as may be required to obtain the approval of any other governmental entity review of the appraisal.

n) The Appraiser shall be required to attend the County Appraisal Review Board meeting. There will be no separate payment for travel expenses. All associated costs for attendance to these meetings are to be included in the proposed rate per parcel line item and no additional amount shall be paid by the County.

o) If additional information that could or would affect the determination of Market Value or Just Compensation to be paid by the County for a parcel becomes known to the Appraiser or the County prior to the date of the authorization for Negotiator to make a written offer on that parcel, the County may request the appraiser to consider such information and to modify the Market Value or Just Compensation on that parcel. Appraiser will have a continuing duty and obligation to timely make such amendments or adjustments as necessary to reflect the additional information and timely furnish same, at no additional cost or expense, to the County.

Appraisal Review: The services required of the selected Respondents shall include but are not limited to:

a) **Services:** The. County desires to have a Review Appraiser, in performing an appraisal review assignment, develop and report a credible opinion as to the quality of the appraiser's work for the project(s) and parcel(s) described in a proposed Work Order. The review will confirm that the valuations were supported by applicable market data, appropriate appraisal practices, methodology, analysis, and that the opinions and conclusions were appropriate and reasonable.

b) **Appraisal Review Requirements:** The Review Appraiser shall review the appraisals in a well-reasoned, appropriately documented method and manner, which will receive the acceptance and approval of the County. The Review Appraiser shall use all proper techniques, methods, and analyses applicable and pertinent in preparing the detailed appraisal review. The Review Appraiser shall familiarize themselves with State and Federal law, rules and regulations pertaining to valuation of real property for acquisition for a governmental public purpose. The Review Appraiser agrees that each review appraisal will be prepared and written in compliance with Texas Law and the Uniform Standards of Professional Appraisal Practice (Standard 3), published by the Appraisal Foundation, as amended. The appraisal reviews are to include a discussion detailing the strengths arid weaknesses of each appraisal and being familiar with the market for each appraisal.

b1) In developing an appraisal review, the reviewer must:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the subject of the appraisal review assignment, effective date of the review, property and ownership interest appraised (if any) in. the work under review, date of the work under review and the effective date of the opinion or conclusion in the work under review, and appraiser(s) who completed the work under review, unless the identity was withheld.
- Determine the scope of work necessary to produce credible assignment results.
- Develop an opinion as to the completeness of the material under review, given the scope of work.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the reviewer's scope of work.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used given the reviewer's scope of work and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the reviewer's scope of work, and develop the reasons any disagreement.

b2) In reporting the results of an appraisal review, the reviewer must:

- State the identity of the client, by name or type and intended users; the intended use of the assignment results; and the purpose of the assignment.
- State the information that must be identified in accordance with developing the appraisal review.

- State the scope of work used to develop the appraisal review.
- State the opinions, reasons, and conclusion given the reviewer's scope of work.
- Include all known pertinent information.
- Include a signed certification.

b3) The Review Appraisal shall also include a discussion of strengths and weaknesses of the appraisal report.

Performance Evaluation

a) Each appraisal submitted by an independent fee appraiser will be reviewed by the Senior Property Appraiser for technical accuracy, compliance with contractual requirements and professional standards as follows:

- A standard checklist will be prepared in sufficient detail to present an overview of the appraisal evaluated.
- The checklist for each appraisal received will be completed and provided to the appraiser selection committee for filing and consideration in retaining a specific appraiser on the approved list and/or in making future awards.
- The District Attorney will brief the appraiser selection committee with regard to performance of those independent appraisers who testify as expert witnesses at special commissioner's hearings and/or trials.
- Appraisals expert witness testimony which has been determined unacceptable by the committee will be grounds for removal of the appraiser from the County's approved appraiser list for 12 months, at which time the appraiser may reapply to be considered as an eligible appraiser.

b) An appraiser may be removed from the Approved Appraiser List if:

- An appraisal fails to meet the Statement of Work on a repeated basis.
- If it is determined by the Assistant District Attorney that an appraiser's performance as an expert witness in a condemnation proceeding or jury trial was unsatisfactory.
- An appraiser's license expires or is suspended and the appraiser no longer meets the qualifications to appraise property in the State of Texas.
- If the appraiser is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- An appraiser has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contact under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Is indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in letter (e) above

Compensation for Appraisal Review Services

In consideration for the preparation and delivery of the appraisal review assignment to the County by the Review Appraiser and receipt, review and written acceptance of the appraisal review by the County, the Review Appraiser shall be paid an amount or fee on a per parcel basis. Services will be authorized by a Project Work Order approved by the Department. The determination of fee will be based on, but not limited to, the following criteria: complexity of the assignment, availability of data, comparison to similar assignments, input from the Appraiser, and time frame for completion. An appraisal review report shall be completed and delivered to the County within a specified period of time from the date of the Notice to Proceed. The report shall not be deemed received by the County and no payment shall be due and payable to appraiser until the report has been delivered to, reviewed by and accepted by the County. Payment for the appraisal review shall be within 30 days of the receipt, review, and written acceptance of the appraisal by the County. All invoices shall be submitted per current Department procedures. Any omission or incorrect data may result in returning said invoice(s) for corrections, thus resulting in a delay of payment.

Terms of Services

a) The Review Appraiser agrees to begin the appraisal review hereunder subsequent to formal approval by Commissioners Court and written notice to proceed from the Department, and to furnish to the County a specified number of copies of the required appraisal review reports complete both in form and substance, on or before a defined number of calendar days from date of County's notification to proceed. Upon failure to submit the complete appraisal review reports by the due date, which, as defined, from the date of notice to proceed from County, the County may cancel or terminate a Work Order by informing the Review Appraiser of such cancellation. The Review Appraiser further agrees that any consideration herein provided for shall be forfeited as liquidated damages in the event that such cancellation or termination of a contract occurs as a result of undue delay.

b) The Review Appraiser will inspect each subject property by having permission to be on the property or from the adjacent ROW.

c) The County will furnish the Review Appraiser with copies of the appraisals to be reviewed. The County shall make available such information as it has available regarding engineering design affecting the parcels upon which an appraisal review is desired.

d) The County may, at any time by written order, add to or take away from the amount of work and/or services to be performed. If such changes cause an increase or decrease in the cost of, or the time required for, performance of the assignment, an equitable adjustment shall be agreed upon by the parties, which shall be set forth in writing and subsequent to formal approval of the Commissioners Court or Department.

e) The Review Appraiser certifies that neither it nor any employee of appraiser has, directly or indirectly, any financial or personal interest in or to any tract, piece, or parcel of land included within the limits of the subject project and further that neither it nor any employee has, directly or indirectly, any financial or person al interest, other than his employment or retention by the County, in any contract or subcontract in connection with such project. The Review Appraiser further certifies that it or any employee in its services should acquire in the future, prior to completion of appraisal review services, any such interest in property within the project or any contract or subcontract in connection with such project, they will immediately notify the County of such interest, contract, or subcontract.

f) The Review Appraiser will prepare the appraisal review independent of any other Appraiser. The Review Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned unless approved in writing by the County. It is agreed that appraisal information concerning the property, whether provided by the County or obtained by the Appraiser during the course of their work and whether contained within the appraisal reports to the County or not, is confidential between the County and the Appraiser and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of a Court, shall be considered a material breach of a Work Order.

g) The Review Appraiser at all times shall be an independent contractor and not agent, servant or employee of the County. The Review Appraiser shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Review Appraiser and the County by virtue of a Contract. No provision of a contract shall be for the benefit of any party other than the County and the Review Appraiser.

h) The Review Appraiser agrees that it will protect, defend, indemnify, and save whole and harmless the County, County Commissioners Court, Elected Officials, directors, employees, agents and representatives 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 Review Appraiser or any agent, servant, employee or sub-contractor of the Review Appraiser in the execution or performance of a Contract. The Review Appraiser further agrees to protect, indemnify and hold the County, County Judge, the County's Elected Officials, Director, employees, agents and representatives 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 the Contract or any failure of the Review Appraiser, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

i) It is specifically understood and agreed that the Review Appraiser shall not authorize or undertake any additional services pursuant to the Contract which would require the payment of any fee, expense, or reimbursement in addition to the fee stipulated herein, without having first obtained specific written authority from the County.

j) Notwithstanding any provisions contained herein, the Contract is expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Contract. Appraiser shall have no right of action against the County in the event that the County is unable to fulfill its obligations under a Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund a Contract or failure to budget or authorize funding for the Contract during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under the Contract as a result of lack of sufficient funding, or if funds become unavailable, the County, at its sole discretion, shall provide funds from a separate source or terminate the Contract immediately.

k) An assignment shall not be assigned in whole or part without prior written consent of the County. The County may terminate a Contract for any reason upon thirty (30) days written notice to the Review Appraiser. The Appraiser shall then be compensated in accordance with the terms of a Contract for all work completed and delivered to County prior to the receipt of the notice of such termination.

l) The Review Appraiser expressly agrees that no provision of a Contract is in any way intended to constitute a waiver by the County of any immunities from suit or from liability that the County may have by operation of law. A Contract is expressly subject to the County's sovereign immunity and Title 5 of the Texas Civil Practice and Remedies Code.

m) The Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. The exclusive venue for any legal action between· the parties arising from a Contract shall be in Dallas County, Texas.

n) The Contract, this RFQ and all, if any, subsequent addendums constitute the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties.

o) If any provision of the Contract shall be held invalid, void, or unenforceable, the remaining provisions shall not be affected or impaired, and such remaining provisions shall be in full force and effect.

Qualifications of the Review Appraiser
To be considered for employment by County, the Review Appraiser must meet the following qualifications:

a) Must be a State Certified General Real Estate Appraiser certified by the Texas Appraiser's Licensing and Certification Board.

b) Be actively engaged in the profession of appraising real estate properties.

c) Have a minimum of five (5) years of real estate review appraisal experience in eminent domain.

Meetings and Reviews

a) The Review Appraiser shall make such reviews, attend meetings, and make contacts as are necessary to accomplish the services requested.

b) Within five (5) days after receiving the Work Order, the Review Appraiser shall provide a schedule of tasks milestones, if requested by the Department.

Litigation Support Services

a) The Review Appraiser may be required to perform Litigation Support Services on those parcels set forth by the Department. Litigation Support Services may include, but are not limited to, the following:

- Pre-hearing or pre-trial preparation.
- Participation in mediation proceedings.
- Preparation of court exhibits.
- Attendance at depositions, pre-trial hearings, or other court hearings.

b) Any other services deemed necessary by the assigned attorney to successfully litigate and defend the Department's position in court. Typical areas of assistance the attorney needs are:

- To review appraisal(s) prepared at the request of opposing counsel, identifying areas of strength or weakness as an aid to the attorney in preparing the case, and to provide rebuttal testimony.
- To review appraisal(s) prepared at the attorney's request for the same purpose: to assist the attorney in preparing the case and to offer suggestions as to how the appraiser could make the report or presentation clearer or more effective to the fact finder.
- To provide other forms of litigation support, such as preparing courtroom exhibits and helping to frame questions to ask appraisal experts on both sides at depositions and during trial testimony.
- To advise the attorney about standards of practice, professional codes of ethics, sources of information, other experts, and other matters that might impact the pleadings, discovery, dismissals, and pretrial judgments, settlement conference or other negotiations, and the actual trial of the case.

c) The Review Appraiser can be a "consulting expert" or an "expert witness." A consulting expert works directly with the attorney, and consultations are generally considered protected within the attorney's work product privilege as long as the testifying expert mental impressions or opinions have not been reviewed by a testifying expert. Consulting experts do not testify in court without changing their role and becoming an expert witness. Expert witnesses will be expected to testify and must make available during the discovery process all of their work products, notes, databases, and other materials relied upon to reach opinions. The expert witness should be familiar with the rules of civil procedure and rules of evidence applicable to the court which has jurisdiction over the case in conjunction with which the expert is providing their services.

d) The Review Appraiser understands that the parcel appraised is being condemned by the District Attorney's Office and appraiser will, upon notification, provide all requested assistance for a total fee computed by multiplying the actual time required by a specified hourly rate. Chargeable time shall be computed from time the Appraiser arrives and departs meetings, travel time to and from Appraiser's office, and the actual documented time spent preparing for such litigation. The Appraiser will maintain a log of time being charged at this hourly rate and present the log to the County with all invoices for services rendered.

Subcontractors

Any employment of subcontractors, specifically including any real estate appraiser or third-party appraisal reviewer, utilized in the formation of any value of the property to be acquired does not relieve the Firm of its responsibility under the Contract. Any subcontract for the employment of a real estate appraiser or other person who shall form an opinion affecting the compensation to be paid by the County for the acquisition of real property shall require the

prior authorization and approval of the County regardless of the amount or cost thereof. If the appraiser uses a subcontractor for any of the work required, the following conditions shall apply under the circumstances.

a) Responding appraisers planning to subcontract a portion of the work shall identify the proposed subcontractor in this RFQ.

b) Subcontracting shall be at the Respondent's expense.

c) The County retains the right to check the subcontractors' backgrounds and make a determination to approve or reject the use of submitted subcontractors.

d) The Respondent shall be the only contact for the County and subcontractors, and shall be the designated point of contact for all County and subcontractor inquiries.

e) Subcontractors providing significant real property appraisal assistance who do not sign the appraisal cover page, must be identified in the certification.

Optional Services
a) Optional Services shall be performed at the direction of the Department's project manager. No work shall begin on these optional services until authorized in writing by a Work Order.

b) Updates: The Review Appraiser may be required to update the analysis required and to deliver one original and specified number of copies of the written report to the Department.

Resources
Additional Parcels: The Department may require the review of additional parcels other than those originally specified. Work to be performed and due dates will be established in a Work Order to the Review Appraiser.

The Contract warrants that the Firm has adequate qualified and licensed personnel in its employment for performance of services required under the Contract or will be able to obtain such personnel from sources other than the County. Unless otherwise specified, the Firm, for the compensation received, shall furnish all transportation, personnel, equipment, materials, and supplies required to perform the work authorized herein at its sole cost and expense. All employees of the Firm shall have licenses, knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Firm who, in the opinion of the County, is incompetent or whose conduct becomes detrimental to the work or whose conduct reflects adversely on the County shall immediately be removed from association with the project.

The Firm further agrees and warrants that all photographs utilized by the Firm will be obtained by a digital camera. The Firm shall obtain and retain all photographs or electronic media for each parcel. Photographs and related recorded media shall be stored and maintained in such file as a portion of the records to be maintained. Such photographs, digital images, memory cards, CD's or DVD's will be furnished to the County when the parcel file is requested by the County. All items will be indexed by project, parcel number and owners name.

Administration and Management
The Respondent shall:

a) Prepare request for payment for each parcel appraised utilizing standard payment submission forms provided by the County with supporting documentation.

b) Maintain records of all payments made by the Firm by parcel and project number including warrant number, amounts, date paid, purpose of payment and if required shall provide to the County a report of the project financial

ledger in generally accepted accounting form, including amounts, date paid, and balance. This accounting information shall be maintained in Microsoft Excel 2010 or latest County upgrade.

c) Provide Performance Schedule of each Work Order including all major project components of each parcel and shall supplement such schedules bi-monthly to show the original, most current changes in the scheduled start and end dates utilizing "Microsoft Project 2010" or latest County upgrade. (GANTT Charts).

d) Set-up and maintain all project files in accordance with the County Audit file standards. The Firm agrees to maintain, in accordance with generally accepted methods, all books, documents, papers, accounting records, digital files and other evidence pertaining to costs incurred and/or work performed hereunder. The Firm shall make such materials available at its local office during the Contract period, or any extension thereof, for inspection by the County, the TxDOT, any agency of the United States, any court of competent jurisdiction or the authorized representatives of each entity for the purpose of making audits, examinations, excerpts, copies or transcriptions. Such obligation shall survive the termination of the Contract to the extent required to satisfy all audit requirements of the County or any governmental entity furnishing, in part or whole, funding for any project included herein or in satisfaction of any contractual provision between the County and other governmental entity regarding any project or part thereof.

e) The Firm will retain all records, if any, not furnished to the County for a period of four (4) years from the date of the last expenditure under any Work Order(s) or until all audit questions are resolved, whichever time period is longer.

f) The Firm shall notify County in writing immediately upon any occurrence that could or will affect the qualifications of the Firm, specifically including, but not limited to, the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Firm, loss of computer hardware, software or firmware utilized, equipment or supplies utilized, or loss of or material change in personnel assigned or key personnel. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Firm, County may remove the Firm from the list of qualified appraisers.

Travel Exclusion
The County will require certain meetings between the Firm and the County personnel to discuss the project. The Firm will not be reimbursed for any travel expenses for those meetings. Meetings will take place at the Dallas County Records Building, 500 Elm Street, Suite 5300 Dallas, Texas, or at the project office. The Firm is to fully investigate and evaluate all critical aspects of the project and include any incidental costs in the rate proposed for each parcel.

Change in Work
The County shall require corrections to completed work due to errors made by the Firm, and the Firm shall timely correct the work at no cost to the County.

a) In the event additional information should be found or furnished that indicates there is or should be a change in any value determined by the Real Estate Appraiser as of the date of valuation for the appraisal report, such changes shall be made by the Appraiser within five (5) days of the furnishing or knowledge of such additional information at no additional cost to the County. This provision does not apply to the request for an update of the appraisal report as of a different date of valuation, or if additional information or data becomes available that was not available or that was not made available after a diligent investigation by the appraiser.

b) If the County requires changes in previously satisfactorily completed work by formal amendment as shown in the Contract, the Firm shall make changes as directed by the County and compensation for the additional work will be provided by a change or amendment to the Work Order for a mutually agreed fair and reasonable fee approved by each party in writing.

Suspension Work
a) Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Appraiser will stop all work and cease to incur costs during the term of the suspension.

b) The Appraiser will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not extend the Contract period. If additional time is required to complete the work because of the suspension, a Work Order amendment will be executed in accordance with Contract (Amendments).

c) If the Appraiser is delayed by the County due to a suspension of work, or otherwise, the Appraiser's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Work Order and not damages.

Project and Parcel Number
All correspondence, memorandums, deeds, reports (specifically including appraisal reports), and documents or other written instrument shall contain (1) the Work Order number; (2) the project number and project name; (3) the project limits; (4) the parcel number; and as applicable (5) the TxDOT number.

Compensation and Payment Schedule
a) Basic Service Fees

Compensation for the Services provided by the Firm shall be the fair and reasonable cost as included in each Work Order and will be paid upon completion and approval through the Appraisal Review Board in accordance with the amounts, terms, and conditions, stated in of the negotiated fees for this RFQ, as may be agreed upon in the Work Order based upon receipt of a correct invoice setting forth the services rendered accompanied by financial ledger and other supportive documentation as may be required by the County. Fees for special Commissioner's Hearings and trial appearances shall include all pre-hearing and/or pre-trial preparation, and appearances at hearings and/or trials as deemed necessary by the County shall be included in such invoice.

Nothing contained in this provision shall require the County to pay for any work that is unsatisfactory as determined by the County or which is not submitted in compliance with the terms of the Contract. The County shall not be required to make any payments to the Firm when the Firm is in default under the Contract, nor shall this Article or any other provision of the Contract or any Work Order constitute a waiver of any right, in law and/or in equity, which the County may have if the Appraiser is in default, including the right to bring legal action for damages. Default shall include, but not be limited to, the failure to complete the Firm's work in accordance with the performance schedule and in accordance with the terms, conditions and/or requirements contained in the Contract, inclusive of any Work Order, or this RFQ.

Reimbursable Charges
b) In addition to the Basic Service Fees, reimbursable charges may be authorized including:

b1) Additional meetings/presentations where County has requested Appraiser's attendance will be compensated at a per hour rate. Chargeable time shall be computed from time Appraiser arrives at prescribed meeting location through termination of meeting (minimum one hour) with no additional cost for travel expense.

b2) Assistance to the County as expert witness in any litigation with third parties and condemnation proceedings will be compensated based on an hourly rate for each hour in which Appraiser's preparation and presence is required. Chargeable time shall be computed from time Appraiser arrives and departs meeting and/or the actual documented time (Time Sheet) spent to prepare for such litigation, including travel costs.

b3) Special Contract Services when required and approved by County will be compensated at the invoice cost to the Contractor.

Progress:
a) The Appraiser shall develop and maintain a production reporting system tracking all critical events, both scheduled and actual, for each parcel on the project.

b) The Appraiser shall report in a project meeting with the Property Division on the complete status of ROW production on the project at least twice a month, showing current status to overall project schedule, noting exceptions and suggesting actions required to correct schedule exceptions.

c) The Appraiser shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work.

d) At the request of the County or the Appraiser, conferences will be held at a location designated by the County. Conferences shall also include evaluation of the Appraiser's services and work when requested by the County. Appraiser will not be reimbursed for any travel expense for progress reports. In the event that a presentation requires the preparation of exhibits beyond those furnished in the normal course of business; such exhibits shall be treated as an amendment to the Work Order.

e) Should the County determine that the progress in production of work does not satisfy the work schedule, the County will review the work schedule with the Appraiser to determine corrective action needed, which action shall be instituted by Appraiser at its sole cost and expense. (Some work performed under the Contract is subject to review by the TxDOT and/or the Federal Highway Administration.)

f) The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the progress of the work, including but not limited to:

- Problems, delays, adverse conditions, which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by statement of the action taken or contemplated.

- Favorable developments of events which enable the Appraiser to meet the work schedule goals sooner than anticipated.

Conflict of Interest

Appraiser, Firm, Subcontractor and any and all other employees, agents or parties related to this agreement shall abide by and adhere to Dallas County's Comprehensive Conflict of Interest Policy pursuant to Court Order Numbers 82-1148 and 94-1327 as recited under the Court Order Number 2001-1036- Real Estate Policy Public Works Department, Property Division Chapter 11, Article II, Section 110.31 - D. and other such acts as added or amended. **Conflict of Interest: The Commissioners Court has adopted a comprehensive conflict of interest policy pursuant to Court Order Nos. 82 -1148 and 94-1327. The county comprehensive conflict of interest policy, as amended, is supplemented in entirety by the following:**

No employee of the Department shall have any interest, direct or indirect in real property involved or related to a county project, TxDOT project or any governmental project for which he or she is associated, involved or has knowledge of as appraiser, review appraiser and/or estimator evaluator. All information involving the acquisition of real property by the county is confidential and shall only be released in accordance with the Public Information Act. No employee of the department shall use or provide internal information in a way that would affect, impact, increase or decrease the value, use, acquisition, sale or exchange of real estate. Any county real estate information, values, minimum Qualifications amounts, tax valuation or other internal property knowledge used for the benefit of a relative, relation, partner, acquaintance, or business associate

shall be considered a violation of the county comprehensive conflict of interest policy supplemented herein. Violation of this section of the policy will be sufficient cause for disciplinary action including termination.

Any Appraiser, Firm, Sub-Contractor and any and all other employees, agents or parties related to this agreement shall promptly notify the County writing if any Conflict of Interest is determined prior to or during any assignment or Work Order.

III. Qualifications

Respondents must be qualified at the time of submission in accordance with Texas Government Code Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management, Chapter 2254, Professional and Consulting Services, Subchapter A, Professional Services.

IV. Evaluation Criteria

Qualifications shall be evaluated based on the evaluation criteria contained herein. Award recommendation shall be based on the highest ranked qualified(s).

(Buyer work with the department to determine the evaluation criteria, SBE is mandatory 15 points)

Evaluation Criteria	**Points**
Factor 1: Qualifications, Knowledge, Experience, and Capabilities a. Qualifications, Experience, and demonstrated knowledge in appraising b. Education and Training of Appraiser and Appraisal Team c. Experience as an Expert Witness in Eminent Domain Proceedings	 **35** **10** **10**
Factor 2: Proximity and Familiarity with Geographic Area Experience in providing real estate appraisal and analysis services to public and private agencies and/or entities (preferably within the State of Texas) similar in nature to those specified in the RFQ within the past five (5) years. a. Number of Project(s) by agency/entity and Project Region/Location(s) by agency/entity b. Parcel Type(s) by agency/entity (developed and undeveloped)	 **10** **10**
Factor 3: Licenses and Designations a. Designation from a nationally recognized appraisal organization and the State of Texas Appraiser License	 **10**
SBE	**15**
Total Points	**100**

V. Qualification Submittal Format

The qualifications shall be divided into tabbed, marked sections and shall include but not limited to information in the format as described in this section.

In order to expedite the evaluation and comparison process, County requests that the RFQ be organized in accordance with the format outlined below. Qualifications that do not follow the specified formal outlined below, or fail to provide the required documentation, may receive lower scores. A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the qualifications.

1. **Cover Letter**
   The cover letter must accompany the executive summary and include:

a. Respondent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of Respondent.

b. The name, title, address, e-mail address, telephone number and fax number of the person signing the letter and to whom all future correspondence and/or communications may be directed by Dallas County concerning this solicitation.

c. The type of business entity that Respondent will enter into an agreement with Dallas County and the identity of any other business entities that will comprise Respondent.

2. Executive Summary

The purpose of the Executive Summary is to provide an overview of Respondent's and its Subconsultants'/Subcontractors' qualifications to perform the Services outlined in this RFQ. At a minimum, the Executive Summary must contain the following information:

a. Complete legal name of Respondent and the name of the legal entities that comprise Respondent. Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity (including services provided), contact name, address, phone number, and fax number, as well as the legal structure of the entity and a listing of offices.

b. The general and specific capabilities and experience of Respondent's Team, including Sub-consultants/Sub-contractors and individuals working for Respondent or its Sub-consultants/Sub-contractors. Respondent must identify examples where each team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to Dallas County.

3. Qualifications, Knowledge, Experience, and Capabilities

Relevant Experience and Capabilities

a. Relevant experience and capabilities will be assessed through a review of proposed Real Estate Appraisal processes and/or procedure of similar contracts or programs. Provide detailed data for similar contracts or programs, no more than three (3), on which the firm and team members have been involved in providing services and which best illustrate current experience and capabilities relevant to this RFQ. Related completed and on-going experience on public and private infrastructure projects in Texas and surrounding areas. For each contract or program, please provide the following information:

- Project name and location
- Brief program description, including:
- Sample of individual projects assigned under the contract or program;
- Range of size and scope of individual projects or assignments
- Owner's name, address, contact person, and telephone number
- Description of professional services firm provided for the project
- Identification of personnel involved in the submitted contract or program, along with explanations of their role.
- Provide references for any three (3) of the projects listed. The references should include Owner's name and Owner's representative who serves as the day-to-day liaison during property appraisal.
- History of successful completion of Right-of-way appraisal

- History of meeting deadlines including but limited to capabilities and capacity to accomplish work.

b. Provide an example of similar roadway projects and explain processes utilized to meet deadlines over the past three (3) years. Demonstrate with examples of previous work that the Firm has completed similar work within budget and to meet County scheduling requirements.

c. For all other projects/assignments relevant to the contract or program scope and for each member of the proposed Real Estate Appraisal team, provide a list of specific project names, project sizes, project dates, and owner contact information which further illustrates experience and capabilities relevant to this RFQ.

d. Approach

- Most pertinent consideration in this agreement's type of contract - State briefly what the team believes to be the most pertinent consideration(s) and challenge(s) that must be addressed in delivering services of this type.
- Clarifying sketches, diagrams, analyses or other tools that will help illustrate the team's points may be included
- Indicate the technical services performed which are similar to those described for the Scope(s) of the project(s).
- Indicate the ability of the firm to respond to a request in services in accordance with the Scope(s) of the project(s).
- Indicate the availability of personnel and management strategies the firm would employ to respond to a critical situation which might require an emergency response quicker than the twenty-four (24) hour period.
- Project approach should directly reflect the Firm's approach to working on a project within that particular discipline.
- Describe the overall approach to this RFQ. Indicate qualifications of your firm(s) and how the unique qualifications pertain to this RFQ.

e. Familiarity with appraisal form requirements set by U.S. Corps of Engineers and Texas Department of Transportation (TxDOT).

f. Ability to deal with controversial projects and unfriendly property owners.

4. Education and Training of Appraiser and Appraiser Team (1.B) Consultant Key Personnel/Resumes:

a. Identify and provide resumes for the individuals that the Respondent (including Sub-consultants/Subcontractors) will use to provide the Services.

b. Resumes should be organized as follows:

- Name and Title;
- Professional Background;
- Current and Past Relevant Employment;
- Education;
- Certifications;
- Licenses;
- Relevant knowledge;

c. List of three (3) relevant projects within the past five (5) years, including:
- Client Name;
- Project description;
- Role of the individual (duties, responsibilities and accomplishments);
- Project actual or expected completion date; and
- Client List/Reference Contact

d. Respondent's Organizational Structure Section of the Statement of Qualifications should introduce the proposed Respondent team (including Sub-consultants'/Subcontractors') by:

- Providing Respondent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of Respondent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in- Charge and other key members of the management team.

- Describing how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure. Length of time performing appraisals in Dallas, Denton, Tarrant, Collin Counties, Texas.

- Describing how the organizational structure will incorporate the role of Sub-consultants/ Sub-contractors in a well thought out approach to providing the Services.

- Describing Respondent's ability to scale its team to meet the needs of an unknown program size.

- Describing additional resources to be utilized for staffing the Agreement, in the event they are needed.

- Providing the names of proposed candidates for each function on the chart.

5. Experience as an Expert Witness in Eminent Domain Proceeding

a. Explain Respondent's ability to deal with controversial projects and unfriendly property owners

b. Court/ expert testimony experience for condemnation or other litigation

c. Number of court/expert testimony cases for condemnation or other litigation that Respondent has appeared in.

6. Proximity and Familiarity with Geographic Area

Experience in providing real estate appraisal and analysis services to public and private agencies and/or entities (preferably within the State of Texas) similar in nature to those specified in the RFQ within the past five (5) years.

a. Number of Project(s) by agency/entity and Project Region/Location(s) by agency/entity.

b. Parcel Type(s) by agency/entity (developed and undeveloped)

c. Describe the types of commercial and/or residential properties that the Respondent has appraised.

7. Licensing and Designations

a. List all nationally recognized appraisal designations (ie. MAI, SR/WA, ASA) that Respondent is currently holding in good standing

b. Provide documentation of State of Texas appraiser licensing.

8. Litigation/Ethics

a. Provide the style and cite of any current/ pending litigation and any litigation settled or disposed within the past five (5) years against the Respondent, including its parent, sister or subsidiary companies, and proposed sub-contractors.

b. Provide details of any ethics violations or board actions within the past five (5) years against the Respondent, including its parent, sister or subsidiary companies, and proposed sub-contractors

9. Report(s)

All Respondents shall include a "sample three-approach appraisal report of a partial acquisition for eminent domain proceedings"

10. Additional Information and Other Services

Provide any additional information deemed necessary by the Respondent believes to be pertinent but specifically requested elsewhere in the RFQ including any value-added services that are available to Dallas County at no cost.

11. Number of Pages in the RFQ Submittal

The Request for Qualifications – are limited to a maximum of fifty (50) pages. The cover, table of contents, divider sheets, addendums, Conflict of Interest Questionnaire, W9, References, SBE forms, and an example appraisal report do not count toward the maximum 50 pages. Each page shall be consecutively numbered and identified sequentially by section. Request for Qualifications must be submitted single sided; each printed side of any page will count as a numbered page. Please do not submit any Request for Qualifications or portion of your response in a font size less than ten (10) points. RFQs must be tabbed and indexed in accordance with the information requested.

VI. Documents Submitted with Qualification or Upon Request

1. **Attachment S - Small Business Enterprise (SBE) Forms** (mandatory must be submitted with qualification.

VII. Pre-Qualification Meeting

During the solicitation process Respondents are required to limit their communication regarding this project to the Buyer referenced herein. A pre-qualification meeting will be held by the County whereby the Respondent will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-qualification meeting will be the only time when Respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, https://www.bidnetdirect.com/texas/dallas-county, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-qualification conference **November 20, 2026** at **11:00 a.m. (CST)**, the pre-qualification meeting will be conducted through a conference call.

2027-002-7136 Real Estate Appraisal and Related Professional Services | Meeting-Join | Microsoft Teams

The deadline for the submission of questions is **December 02, 2026,** at **12:00 p.m. (CST)** through Bidnet.

VII. Term and Commencement Date

This will be a five (5) year term contract commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

VIII. Award Method

The County's intent is to award this solicitation in its (**entirety, group, line**) but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all qualifications and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late responses will not be considered for award.

IX. Opening of Qualifications

Qualification reading shall be conducted: **December 10, 2026** at **2:30 pm (CST)** on the day the qualifications are due. The reading will be conducted via a live meeting online at (https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmQ0NmI1YjEtYzMzMi00ZmQ5LTkwOGMtYzU4MDI0YjIyZTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2251adcfad-72f1-479c-b28f-52412e04014b%22%2c%22Oid%22%3a%228d59f513-817d-4d7f-9d9d-65c8876cb296%22%7d). Qualifications will be publicly opened in compliance with public solicitation opening statutory requirements.

Respondents names will be publicly read aloud. It is the responsibility of the Respondent to clearly mark and identify all portions of the qualification, which, in the Respondents opinion, contain trade secrets, confidential information and other proprietary information. All qualifications are subject to the Texas Open Records Act process.

X. Additional Questions and Answers During and/or After the Pre-Qualification Conference

Firms will be required to any submit additional questions presented at the pre-qualification and/or after the conference. All additional questions must be received by **December 02, 2026,** at **12:00 p.m. (CST).**

All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

XI. Qualification Submittal and Exception Requirements

1. The County will review qualifications complying with the due date and time to determine whether qualifications are responsive and responsible and whether the qualifications meets minimum requirements.
2. The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the qualification.
3. Please be aware that Dallas County may use sources of information not supplied by the Respondent concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Dallas County.

XII. Communication

Upon release of the solicitation and throughout the solicitation process, vendors/firms, their employees, affiliates, and any paid or unpaid representatives acting on their behalf shall not contact Dallas County employees, department heads, or elected officials regarding this solicitation.

Such contact may result in the vendor being disqualified. All questions and request for information related to this solicitation must be coordinated through **Darian Gavin**.

All questions regarding this solicitation are to be submitted in writing to **Darian Gavin**, Dallas County Purchasing Department via Bidnet https://www.bidnetdirect.com/texas/dallas-county, the County's procurement platform. If the Respondent does not have access to the County's solicitation platform, the Respondent may submit their questions in writing via email to Darian.Gavin@dallascounty.org . Please reference the qualification solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addendums and/or any other correspondence (general information, question and responses) to this RFQ will be made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this RFQ Addendums to this RFQ can be located at the following web address: http://www.dallascounty.org/department/purchasing/currentbids.php (go to the appropriate RFQ #, click on the appropriate hyperlink for viewing and/or downloading.)

XIII. Qualifications Submittal and Exception Requirements

To be considered for award, the Qualifications response must be submitted by **December 10, 2026, at 2:00 p.m. (CST)**. Responses shall be submitted electronically through Bidnet, the County's online public solicitation platform https://www.bidnetdirect.com/texas/dallas-county. Although the County prefers submissions in electronic form, a Respondent may elect to submit their Qualifications in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted. An example of what information to place on the outside of the hard copy Qualifications is as follows:

SEALED QUALIFICATIONS – DO NOT OPEN

Title: RESPONSE TO REQUEST FOR QUALIFICATION IDIQ FOR REAL ESTATE APPRAISAL AND RELATED PROFESSIONAL SERVICES

Solicitation / RFQ 2027-002-7136

Due Date and Time: December 10, 2026 @ 2:00 PM (CST)

Submitted By:

Company Name
_____

Contact Name
_____

Telephone Number
_____

Delivery Address:
Dallas County Purchasing Department
500 Elm Street, Suite 5500
Dallas, Texas 75202

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On December 19, 2024 Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through Bidnet. Vendors seeking to do business with Dallas County will be required to register, (https://www.bidnetdirect.com/texas/dallas-county). By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

XIV. Review of Qualifications

All qualifications will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Qualifications that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a qualification if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the Respondent. The qualification response may be incorporated into any contract which results from this RFQ, and Respondent are cautioned not to make claims or

statements it is not prepared to commit to contractually. Failure of the Respondent to meet such claims will result in a requirement that the Respondent provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected Respondent; however, discussions may not be initiated by Respondent. Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Respondent shall not contact any Dallas County personnel during the RFQ process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any vendor who has made site visits, contacted Dallas County personnel or distributed any literature without authorization from Dallas County Purchasing.

All correspondence relating to this RFQ, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the vendor relating to this RFQ shall be coordinated by Dallas County Purchasing.

Selected Respondent may be expected to make a presentation/product demonstration to an evaluation committee. Qualifications, presentations and product/service evaluations may develop into negotiating sessions with the Respondent(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with Respondent's representatives authorized to contractually obligate with an offer. If Respondent is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that Respondent and initiate negotiations with another Respondent. In addition to a presentation, visits by the Evaluation Committee to representative Respondent's client sites may be conducted where the solution can be demonstrated in a production environment.

XV. Insurance

(Always verify the insurance requirements with Human Resource-Risk)

Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by

the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $500,000:

Employers Liability - Each Accident	$500,000
Employers Liability - Each Employee	$500,000
Employers Liability - Policy Limit	$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

a. Waiver of Subrogation
b. Thirty (30) day Notice of Cancellation

1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 ($1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 ($2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 ($2,000,000.00).

1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 ($500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

1.4 Professional Liability (E&O) Insurance: Contractor shall provide and maintain Professional Liability Coverage (E&O) written on a claims made basis, but must include an extended reporting period of at least five (5) years after contract completion. Dallas County, the Commissioners Court and its members, the County's agents, officers, directors, and employees will be included as an additional insured under the E&O policy, including coverage for Dallas County with respect to liability arising out of all errors and omissions of Contractor. Minimum Limit of $1,000,000 Each Claim and $1,000,000 Aggregate.

1.5 Excess/Umbrella Liability Insurance: Contractor shall provide and maintain Excess/Umbrella Liability Coverage in the amount not to exceed Five Million Dollars ($5,000,000.00) per occurrence.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

a. Waiver of Subrogation
b. Thirty (30) day Notice of Cancellation
c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts/policies will contain the following required provisions:

a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);

n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and

o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars ($1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

XVI. Discussion with Reasonably Qualified Respondents

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the Respondent determined by the evaluation criteria to be reasonably viable to being selected for award.

After the most advantageous Respondent(s) has been identified, Contract negotiations may commence. At this time unit costs will be negotiated with the County per Section II Scope of Services, b). If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the Respondent and begin Contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and Commissioner's Court executes a completed Contract or the Procurement Department determines that no acceptable alternative qualification exists.

The County reserves the right to reject any or all qualifications received or to award, without discussions or clarifications. Contract to be based on initial qualifications received and negotiated unit prices. Only Respondents submitting qualifications will be notified of any communications after the RFQ is closed.

XVII. Rejection or Acceptance of Qualifications

The County reserves ethe right to accept or reject in part or in whole any qualification submitted. The Purchasing Agent will recommend to Commissioners Court award to the highest ranked responsive and responsible Respondent as determined by the Purchasing Agent.

XVIII. Late and Withdrawn Qualifications

All qualifications must be submitted no later than the qualification due date and time established by this solicitation. Qualifications arriving after the due date and time will not be accepted. Late qualifications delivered by carrier will be return to the Respondent unopened.

A Respondent has the right to withdraw their qualification prior to the qualification due date and time, thereafter, the Respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their qualification.

XIX. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the Respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a qualification that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the responses "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a qualification, the Respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XX. Disqualification of Respondents

Respondents may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the Respondents
- The Respondents are involved in any litigation against the County of Dallas
- The Respondents are in arrears on an existing contract or have failed to perform on a previous contract with the County of Dallas

XXI. Permits Required by Law

Respondents shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXII. Records and Audit

The Respondents shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXIII. Assignment of Contract

The Respondents shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Respondents assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Respondents shall therein cease and terminate, and the Respondents shall be declared in default.

XXIV. Default by Respondent

The following shall be deemed as events of default by Respondents under the Contract:

- Respondents shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;

- Respondents attempt to assign the Contract without the prior written consent of the County;
- Respondents shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Respondents fail to properly and timely pay Respondents personnel, suppliers or other Respondents and the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the Respondents written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Respondents shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Respondents, in accepting the Contract, agree that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXV. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Respondents. The County will compensate Respondents in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXVI. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.

2. Respondent shall submit with the qualification, the required Respondent's qualification statement with supporting information as stated herein along with all other supporting documentation requested.

3. Respondents shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.

4. The County reserves the right to reject all responses and to waive any minor irregularities.

5. A qualification may be disqualified if the corporation or individual Respondent is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Respondents may be disqualified for poor prior performance on similar Contracts with other entities.

6. The Contract with the Respondents will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.

7. The Respondents agree to abide by the rules and regulations as prescribed herein. The Respondents will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.

8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.

10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXVII. Indemnity

The selected prosper agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected Respondent breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected Respondent, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected Respondent (s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity**.**

XXVIII. Selection Process

The internal team will evaluate all qualifications received in response to this RFQ. After reviewing the qualification submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the qualifications will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked Respondent with the goal of entering into a contract.

XXIX. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFQ. Respondents are encouraged to prepare their qualifications simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFQ.

XXX. Contract Award

Upon selection of a successful Respondent, the County and the Respondent will negotiate a final contract, based on the terms outlined in this RFQ. By submitting qualification, the Respondent agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to Commissioners Court approval.

XXXI. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least $1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.:rfq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

(a) "Contract" includes an amended, extended, or renewed contract.

(b)"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c)"Controlling interest" In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
(d)"Interested party" (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)"Intermediary" for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

Instructional Videos for Business Entities on how to file online can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and submit a copy to the buyer before the contract information will be sent to the County Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

XXXII. Conflict of Interest

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

XXXIII. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Contract Provisions

The following provisions apply to Federally funded procurement:
Clean Air Act
The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
Federal Water Pollution Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."
Suspension and Debarment
This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Respondent agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or respond for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to:

(ii) Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

"Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

The following pertains to projects that include Construction:

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

"Compliance with the Copeland "Anti-Kickback" Act.
Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

APPENDIX A

TITLE VI ASSURANCES/COMPLIANCE

A. Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive qualifications, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

C. **Representations/Warranties**

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.

2. Disadvantaged business enterprises are afforded equal opportunity to submit Qualifications as sub- contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a se lection or award.

3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this Qualifications, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. **Title VI Complaints**

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI No n-Dis crimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888 -TITLE-06 (888 -848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this Qualifications.

E. **Enforcement**

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____

_____

Signature, Authorized Representative of Contractor **Date**

Title

APPENDIX B

APPRAISAL STANDARDS

1. General

a. The Firm shall provide the information described in the Statement of Work and shall comply with all stated requirements. All Opinions of Values shall be the independent determination of the Appraiser and should be adequately supported in the Appraisal Report.

b. Any information such as maps, plats, or other records the Dallas County will furnish the Firm shall be identified in the Purchase Order.

c. Any Appraisal Reports furnished may be used by Dallas County for guidance in determining fair market value.

d An Appraisal Report must be submitted for each parcel appraised. When more than one property interest such as drainage easement, temporary easement, etc., is being appraised as part of a particular whole property, all such property interests will be valued in one Appraisal Report, along with the Valuation Analysis of the whole property and the analysis of the remainder damage, if any.

e. If the property interest to be appraised is less that Fee Title, the Appraiser shall determine the market value of the area from which the interest is to be acquired immediately prior to the acquisition, and shall determine the market value of the area from which the interest is to be acquired immediately after the acquisition. The difference between the two valuations shall be used as the market value of the interest acquired in the Appraisers Opinion of Value.

f. No item of personal property shall be included in the Final Opinion of Value. For the purposed of the Appraisal Report, trade fixtures, off-premise sign boards, diesel and gasoline pumps, tanks, and related equipment, should always be considered as personal property unless other directed by Dallas County.

g. In developing an Opinion of Value, the Appraiser shall consider the effects, if any, of the Hazardous Material Site Assessment Report(s) which may be provided to the Appraiser by Dallas County.

2. Personal Inspection and Verification

a. The Appraiser shall personally inspect in the field each Parcel, including all buildings, structures, fixtures, and other improvements to the property. In the process of inspecting the property, the Appraiser shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all information and comments furnished by the Owner or the Owner's Representative relevant to the appraisal.

b. The Appraiser shall give the Owner or the Owner's Designated Representative a reasonable opportunity to accompany the Appraiser during the detailed inspection of the property. The Appraiser shall include in the Appraisal Report:

1. The date and time of the inspections;
2. The name of the person from whom permission to enter the property was obtained; and
3. The name of the person accompanying the Appraiser during the inspection.

c. If the Owner or a Representative of the Owner does not accompany the Appraiser during the inspection, the Appraiser shall include in the Appraisal Report a copy of the Written Notification to the Owner of the opportunity to accompany the Appraiser and evidence of the Owner's receipt of such notification.

d. The Appraiser shall personally inspect in the field all comparable sales and comparable rental properties,

and verify all data utilized in the Appraisal Report. The Appraiser shall confirm the details of the transactions with a principal party to the transaction, or a representative of a principal.

3. Dallas County Review of Appraisal Reports

a. The Appraisal Reports will be carefully reviewed by the Property Division of the Dallas County Public Works Department.

b. Any deficiencies shall be corrected in accordance with the Special Provisions of the Request for Qualification (RFQ) IV. Scope of Services, B. Requirements, 3 - Appraisal Review.

4. Relocation Assistance

The Appraiser's analysis and opinion of property value shall not reflect any allowance for relocation payments or other assistance provided under Dallas County Real Estate Policy, all state and federal laws including the Uniform Relocation Assistance and the Real Property Acquisition Policies Act of 1970, as amended.

5. Influence of Project on Property Value

In forming an opinion(s), the Appraiser shall disregard any decrease or increase in the fair market value of the real property .to be acquired, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner.

6. Definition of Market Value

For the purposes of this appraisal, the Appraiser shall use the following definition of "Market Value", unless otherwise directed by Dallas County:

"The Price the property will bring when it is offered for sale by one who desires to sell but is not obligated to sell, and when it is bought by one who desires to buy but is under no necessity of buying, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is, or in all reasonable probability will become, available within the future."

7. Definition of Effective Date of Valuation

a. The effective date of the appraisal shall be the date of the initial inspection, unless otherwise directed by Dallas County.
b. The effective date of the appraisal for the purpose of a Special Commissioner's Hearing shall be the date of the Hearing.
c. The effective date of the appraisal for trial purposes shall be the date the amount awarded by Special Commissioners is deposited into the Registry of the Court for the benefit of the landowner.
d. Dallas County reserves the right to specify any other effective date.

8. Definition of Highest and Best Use

Highest and Best Use shall be defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

9. Contents of Appraisal Report

Each Appraisal Report shall contain but not be limited to the following data and analyses:

a. Title Page

The Title Page should include the following:

1. Project and Parcel Number
2. Dallas County Work Order Number
3. Size and type of property
4. Property location or street address
5. Real Property interest(s) appraised
6. Name and address to the Contracting Officer's Technical Representative (COTR), or Duly Authorized Representative
7. Name and address of Appraiser
8. Effective date of the appraisal

b. Letter of Transmittal

The Letter of Transmittal shall preface the Report and be addressed to the Contracting Officer's Technical Representative (COTR). This letter shall include, but not be limited to, the following information:

1. Date of Transmittal
2. Project and Parcel Number
3. Dallas County Work Order No. 4.
4. Size and type of property
5. Property location or street address
6. Real Property Interest(s) appraised
7. Reference to the Appraisal Report
8. Effective Date of the appraisal
9. Opinion of Value
10. Signature of Appraiser

c. Table of Contents

The Table of Contents must list the sections of the Appraisal Report in sequence with page reference.

d. Summary of Important Facts and Conclusions

The Summary of Important Facts and Conclusions shall include the following:

11. Project and Parcel Number
12. Dallas County Work Order No.
13. Type of property; i.e., vacant land, office building, etc.
14. Property location and street address
15. Effective Date of the Appraisal
16. Real Property Interests Appraised
17. Size of property and size of improvements
18. Zoning of the whole property
19. Highest and Best Use of the property
20. Opinion of Land Value
21. Value indication from Sales Comparison Approach
22. Value indication from Cost Approach
23. Value indication from Income Capitalization Approach
24. Final Opinion of Value
25. Allocation of Value between land and improvements, between leased fee and leasehold estates, or between real and personal property
26. Opinion of Value of each real property interest being appraised

27. Opinion of Value of remainder before acquisition
28. Opinion of Value of remainder after acquisition
29. Opinion of Special Benefits which offset remaining damages, if any
30. Special Assumptions and/or Limiting Conditions

e. Identification of the Property

The appraisal report shall contain a clear and complete description of the property and shall include a legal description, street address, and/or building name. A lengthy legal description may be included as a n exhibit in the Addenda of the Appraisal Report and referenced in this section. The type of buildings, structures, or improvements, including tenant owned, in addition to personal property, fixtures, and intangible items that are attached to or located on the property to be required shall also be identified.

f. Purpose of the Appraisal

The Purpose of the Appraisal shall contain the following:

1. A brief statement which describes the reason for which Dallas County seeks an appraisal of the property; and
2. Shall identify and define the particular property interests being appraised; and
3. The Appraiser's understanding of Dallas County's intended use of the Appraisal Report; and
4. The definition of market value used in the appraisal; and
5. The effective date of the Appraisal Report; and
6. The source(s) of any definitions used in the appraisal; and
7. The Exposure Period/Marketing Time.
8. The Report Type.
9. Prior Subject Property Services.
10. Environmental Disclaimer.
11. Inspection Information of Subject Property.

g. Scope of the Appraisal

The Scope of the Appraisal shall describe the extent of the process of collecting, confirming, and reporting data used in the Appraisal Report.

h. History of the Appraised Property

The History of the Appraised Property includes the following:

1. A three-year history of all previous sales of the property, including the date, price and terms of the acquisition, along with the volume and page in the Deed Records in the county in which the transaction is recorded.

2. Any off-record title information concerning interests or instruments that affect title, but are not of records, such as leases, options to renew a lease, contracts for sale, and other interests or rights of parties in possession, shall be reported to the Contracting Officer 's Technical Representative or the Duly Authorized Representative. Such additional title information shall be noted in the Appraisal Report.

h. Statement of Ownership

The Statement of Ownership must include the name and address of the current owner's and any other party known or believed to hold any interest in the property.

i. Regional Data and Analysis

The Regional Data and Analysis should include information and facts about the region which are considered relevant to the appraisal assignment.

j. City Data and Analysis

The City Data and Analysis shall include general information and facts about the city, which are considered relevant to the appraisal assignment.

l. Neighborhood Data and Analysis

The Neighborhood Data and Analysis shall delineate the boundaries and identify the trends and forces, which influence the property values in the vicinity of the appraised property, including, but not limited to the following:

1. Delineation of boundaries, including appropriate map indicating neighborhood boundaries
2. Access to the neighborhood
3. Street improvements
4. Types of development
5. Location of major commercial and retail facilities
6. Age and condition of improvements
7. Land use patterns
8. Nuisances or hazards
9. Locational attribute s
10. Utilities
11. Public transportation services
12. Stage of neighborhood life cycle

m. Market Data and Analysis

The Market Data and Analysis shall identify the market(s) pertinent to the appraised property and analyze the present and probable demand for such type of property. This analysis shall include current and anticipated supplies, occupancy rates, demand and absorption trends, and rent levels.

n. Site Data and Analysis

The Site Data and Analysis shall address all pertinent attributes about the subject site, including, but not limited to, the following:

1. Location of the site, including appropriate map indicating location of the site
2. Size
3. Shape
4. Frontage
5. Depth
2. Adjacent properties
3. Street improvements
4. Access
5. Topography and drainage
6. Soil conditions
7. Flood plain, including appropriate FEMA map indicating location of the site
8. Nuisances or hazards
9. Environmental considerations, including information provided in the Hazardous Material Site Assessment Reports(s) as may be provided by County.
10. Utilities
11. Public transportation services
12. Quality of public education
13. Easements and encroachments
14. Zoning data, including appropriate zoning map indicating location of the site
15. Deed restrictions

16. Taxes and Assessments
17. Photographs of the site
18. Survey of the site as provided by County

o. Improvement of Data and Analysis

The Improvement Data and Analysis shall address all pertinent attributes of improvements to the property, including but not limited to, the following:

1. Type
2. Current use
3. Size and dimensions
4. Age and condition
5. Architectural style
6. Exterior description
7. Interior description
8. Equipment and mechanical systems
9. Functional utility
10. Deferred maintenance or needed repairs
11. Yard or site improvements
12. Environmental considerations, including information provided in the Hazardous Materials Site Assessment Report(s) as may be provided by County
13. Sketch plat of land, improvements, and easements
14. Floor plan
15. Exterior photographs of improvements, and interior photographs of improvements as available
16. Any condition of the property that may affect value

p. Highest and Best Use Analysis

1. The Appraisal Report shall include a full and complete analysis of Highest and Best Use of the whole property, the area acquired, and remainder as applicable. Such analysis shall take into consideration all reasonably probable uses that are:

   i. Legally permissible
   ii. Physically possible
   iii. Financially feasible
   iv. Maximally productive

2. The Appraisal Report shall include the reasoning in support of the Appraiser's Opinion of the Highest and Best Use of the site, and its suitability or adaptability for any other use. Any mathematical support for the Appraiser's opinion shall be included where possible.

q. Approaches to Value

In formulating an Opinion of Value, the Appraiser shall consider all approaches to value. If an approach is not utilized, the Appraiser shall include in the Appraisal Report a full explanation of why the approach is not applicable or why it was not included.

r. The Cost Approach

The Cost Approach shall specify the source of the cost data used. The unit price shall be fully analyzed and adjusted to the subject property as necessary. Each type of estimated accrued depreciation shall be explained and included in a breakdown of the depreciation and a summary of the conclusions.

s. The Sales Comparison Approach

1. The Sales Comparison approach shall include a direct comparison of comparable sales with the property being appraised. The comparable sales must be described and analyzed. Any adjustment shall be fully explained and justified, with the results included in an adjustment chart.

2. Elements of comparison shall include, but not be limited to the following:
   i. Real property rights conveyed
   ii. Financing terms
   iii. Conditions of sale
   iv. Market conditions
   v. Location
   vi. Physical characteristics

3. Comparable sales date shall include, but not be limited to the following:
   i. Location
   ii. Date of sale
   iii. Granter and Grantee
   iv. Recording data
   v. Land area
   vi. Consideration
   vii. Financing
   viii. Cash equivalent
   ix. Conditions of sale
   x. Intended use
   xi. Highest and Best Use
   xii. Improvements
   xiii. Zoning
   xiv. Utilities available
   xv. Flood Plain data
   xvi. Name and telephone number of confirming party
   xvii. Date of inspection
   xviii. General comments
   xix. Photographs of property including improvements, and unique features

t. The Income Capitalization Approach

The Income Capitalization Approach shall include documentation verified by the Appraiser to support each conclusion.

1. The following items shall, at a minimum, be included, and supported by documentation:
   i. Annual gross income
   ii. Vacancy and collection loss
   iii. Effective gross income
   iv. All expenses to include reserves for replacements
   v. Net income
   vi. Capitalization technique, method, and rate
   vii. Remaining economic life
   viii. If the economic rental income differs from the existing or contract income, the difference shall be explained and supported by market information. The Appraisal Report shall include a reconstructed operating statement. Any adjustments made because of curable physical deterioration or obsolescence shall be included and explained in the Appraisal Report. The Capitalization technique, method, and rate used, shall be explained in narrative form and supported by a statement of the sources of rates and

factors.

2. Comparable Rent Data shall include the following:
   i. Location
   ii. Term of Lease
   iii. Lessor and Lessee
   iv. Recording data
   v. Land area
   vi. Rental rates
   vii. Special Payment Provision
   viii. Conditions of Lease
   ix. Intended use
   x. Highest and Best Use
   xi. Improvements
   xii. Utilities available
   xiii. Flood Plain data
   xiv. Name and telephone number of confirming party
   xv. Date of inspection
   xvi. General comments
   xvii. Occupancy rates
   xviii. Amenities
   xix. Property condition

u. Reconciliation

The Reconciliation shall be composed of the Appraiser's analysis of alternate value indications to arrive at a Final Opinion of Value.

v. Opinion of Value

The Appraiser shall prepare an Opinion of Value for all applicable elements of value compensable under Texas Law.

1. Each Appraisal Report shall contain the Appraiser's Opinion of Value of the whole property.
2. If the purpose of the appraisal is to develop an Opinion of Value of a portion of a Larger Parcel, that is a partial acquisition, then the Appraisal Report shall additionally include the following:
   i. The Appraiser's Opinion of Value of the property interest of the area to be acquired by County.

A. If the Appraiser determines that the area to be acquired has a self- sustaining economic use, that is, an independent Highest and Best Use, a pro rata share of the value of the Whole Property shall be utilized as the value of such area to be acquired.

B. If the Appraiser determines that the area to be acquired does not have a self-sustaining economic use, that is, no independent Highest and Best Use, a pro rata share of the value of the Whole Property shall be utilized as the value of such area to be acquired.

   ii. The Appraiser's Opinion of Value of the portion of the larger parcel that is not being acquired, that is, the Remainder before the Acquisition.
   iii. The Appraiser's Opinion of Value of the Remainder After the Acquisition, considering that the project for which the property is being acquired is in place.
   iv. The Appraiser's analysis of damages and/or enhancements, if any, to the remainder.
   v. A summary of the Appraisers Opinions of Value required by this section. If any the purpose of the appraisal is to develop an Opinion of Value of a partial acquisition, then the summary shall additionally include a mathematical calculation of:

1. The sum of the value of the are to be acquired; plus
2. a. damages

b. offset by any enhancements.

w. Assumptions and Limiting Conditions:
The Appraiser shall set forth in the Appraisal Report all Assumptions and Limiting Conditions that may affect the analyses, opinions, and conclusions. No limiting conditions or assumptions shall modify or eliminate any requirement of this contract unless specifically approved in writing by County.

x. Certificate of Appraiser
The Appraiser shall submit with each appraisal a Certificate of Appraiser form, duly executed by the Appraiser.

y. Listing of all Available Sales Data

The Appraiser shall provide County with a list, not to be included in the Appraisal Report, of all potentially comparable sales which the Appraiser examined or considered, but which were not used as a basis for the Appraisal Report. This list shall include if available, location, date of sale, Grantor and Grantee, recording data, land area consideration, financing conditions of sale, improvements, zoning, utilities available, general comments, and any other information about the sale; including the reason why each sale was not considered to be comparable to the subject property, or why it was not included in the Appraisal Report.

z. Photographic Negatives/Compact Disc
The Appraiser shall provide County with negatives of all photographs taken in connection with the appraisal assignment, whether or not they were used in the Appraisal Report. If a digital camera was utilized, the appraiser shall provide County with all photographs downloaded onto a Compact Disc (CD).

aa. Duty to Supplement

1. The Appraiser shall have a unilateral continuing Duty to Modify or furnish Supplements to any Appraisal report furnished under this contract, without additional cost to County if the Appraiser receives or becomes aware of additional relevant information that was in existence prior to the date the Appraiser signed the Report.

2. Additionally, if requested by County, the Appraiser shall furnish County with a Supplemental Appraisal Report updating the original Appraisal Report incorporating changed circumstances or considerations. The compensation for such updating of the Appraisal Report shall be in accordance with the "Changes" clause of the General Provisions.

bb. Exhibits

The Appraiser shall, as a minimum, attach the following exhibits to the Appraisal Report:

1. Qualifications of the Appraiser listing all education, professional memberships, and any other applicable experience or qualifications of the appraiser
2. Legal description of the property to be acquired
3. Title information relied on by the Appraiser if furnished by County
4. Hazardous Materials Site Assessment Report if furnished by County
5. The Certificate of the Appraiser - Any documentation required by Texas Law, Statement of Work, or the Contract that is necessary to reasonably support any opinion expressed by the Appraiser in the Report.

APPENDIX C

SAMPLE WORK ORDER

WORK ORDER NO.: _____

INDEFINITE DELIVERY INDEFINITE QUANTITY
REAL ESTATE APPRAISAL SERVICES CONTRACT

COURT ORDER NO: _____ DATE: _____

FIRM: _____

PROJECT: _____

SCOPE: _____

TOTAL BASIC FEE (PART A) $ _____
(BASED ON ATTACHED SCHEDULED)

TOTAL REIMBURSABLE CHARGES (PART B) $ _____
(BASED ON ATTACHED SCHEDULE)

WORK ORDER TOTAL (PART A & B) $ _____

TIME OF COMPLETION: _____

General Provisions: Terms and conditions of Contract between the County and _____(Firm)_____
approved by Commissioners Court No. _____ dated _____ remain in effect. This Work Order incorporates by reference the Request for Qualifications and the Firm's Statement of Qualification response dated _____.

Recommended By: _____ _____
Les St. John, P.E.
Assistant Director – Property Management & Utility Coordination

APPROVED BY:

_____
Alberta Blair, P.E.
Director of Public Works

Date: _____

FIRM'S NAME:

By: _____
Name/Title

Date: _____

SAMPLE WORK ORDER

SCHEDULE OF REAL ESTATE APPRAISAL SERVICES

PLEASE NOTE: PRICES ARE TO BE NEGOTIATED SUBSEQUENT TO SELECTION. PRICES ARE NOT TO BE INCLUDED IN RESPONSE TO THE RFQ. THE SCHEDULE OF REAL ESTATE APPRAISAL SERVICES IS AN ATTACHMENT TO THE WORK ORDER AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

PART A.

ACTIVITY	FEE RATE/PARCEL	NO. OF PARCELS	TOTAL
APPRAISAL*: (%)			
Industrial	$_____/Parcel	_____	$_____
Commercial	$_____/Parcel	_____	$_____
Residential	$_____/Parcel	_____	$_____
Vacant Land	$_____/Parcel	_____	$_____

*Appraisal services may include Long Form (3-approach) or Short Form (1-approach) appraisals, to be identified in each respective work order.

APPRAISAL (%) REVIEW:	$_____/Parcel	_____	$_____
CONDEMNATION SUPPORT:			
Appraisal	$_____/Hour	Refer to Part B	$_____
Administration/ Coordination/Exhibits	$_____/Hour	Refer to Part B	$_____

PART B. REIMBURSABLE CHARGES:

In addition to the Basic Services Fees, reimbursable charges may be authorized including:

1. Additional meetings/presentations where the County has requested the Firm's attendance will be compensated at a rate of $_____ per hour. Chargeable time shall be computed from the time the appraiser arrives at the prescribed meeting location through the termination of the meeting (minimum one hour) with no additional cost for travel expenses.

2. Assistance to the County as an expert witness in any litigation with third parties and condemnation proceedings will be compensated based on an hourly rate for each hour in which the appraiser's preparation and presence is required. Chargeable time shall be computed from the time the appraiser arrives and departs meeting and/or the actual documented time (Time Sheet) spent to prepare for such litigation, including travel costs. The total cost to the County shall not exceed $_____ at the hourly rate.

3. Special Contract Services when required and approved by the County will be compensated at the invoice cost to the Firm plus ten percent (10%).

The cost to the County shall not exceed _____ AND 00/100 DOLLARS ($_____).

TOTAL PART B $_____

TOTAL PART A & B $_____

APPENDIX D

SAMPLE THREE APPROACH APPRAISAL INSERTED HERE

ATTACHMENT A

Fee Schedule for Real Estate Appraisal Services

CONTACTORS SHALL NOT SUBMIT (Attachment A) PRICE SHEET WITH THEIR QUALIFICATION RESONSE. CONTRACTORS WILL BE REQUIRED TO SUBMIT THE (Attachment A) PRICE SHEET WITHIN Five (5) DAYS OF NOTIFICATION OF SELECTION.