

**PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND
F. LEAL REALTORS, INC.**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 11th day of April, 2016, the Court approved and awarded Request for Proposal (RFP 2016-64), entitled Real Estate Appraisal Services to F. Leal Realtors, Inc., a/k/a Frank Leal Real Estate Appraisals, to appraise three (3) unoccupied County owned buildings located in downtown Laredo, Webb County, Texas.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, by and through its Commissioner's Court, hereinafter referred to as "County" and F. Leal Realtors, Inc., a/k/a Frank Leal Real Estate Appraisals, hereinafter collectively referred to as "Professional" as follows;

Effective Date, Completion Date and Termination Date

The effective date of this Agreement is April 25th, 2016, and the appraisals shall be completed and submitted to COUNTY, on or before thirty (30) days after the execution of this agreement and shall terminate upon final review and written acceptance of the three (3) completed appraisals by COUNTY.

Real Estate Appraisal Services

Professional will prepare and submit in writing three (3) commercial property appraisals for the following properties, which appraisal services shall incorporate the scope of work and requirements set forth in the Request for Proposal (RFP 2016-64), entitled Real Estate Appraisal Services attached hereto as Exhibit "A", and incorporated by reference for all intents and purposes.

- | | |
|---|------------|
| 1.) 409 San Bernardo Ave., Laredo, Texas 78040..... | \$2,975.00 |
| 2.) 801 Grant St., Laredo, Texas 78040..... | \$2,975.00 |
| 3.) 805 Grant St., Laredo, Texas 78040..... | \$3,975.00 |

Compensation

The County of Webb shall pay to Professional for such services the total sum of NINE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 CENTS (\$9,925.00) for the above described services, to be paid within 30 days after completion, review and acceptance of the three (3) real estate appraisals.

Independent Contractor

In the performance of work, duties, and obligations required of the Professional, whether one or more, under this Agreement, it is mutually understood, and agreed, that Professional is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that Professional's services be performed and rendered in a competent, efficient, and satisfactory manner. The Professional hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

Additional Services and Expenses

Additional services or expenses, not included in this agreement, require a written request by County and prior approval by the Webb County Commissioner’s Court, or County will not compensate these costs.

Terms and Conditions

The Professional certifies, and affirms, that he is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Professional shall advise the County, in writing, of any change in status of the Professional which may materially affect the ability of Professional to legally, or professionally, carry out the duties herein.

This Agreement, is “at will”, and may be terminated at any time, by written notice, of either party.

This Agreement may be modified, only in writing, executed by both parties.

Any notices required to be sent hereunder shall be sent as follows:

TO: Frank Leal, d/b/a
F. Leal Realtors, Inc.
3017 E. Lyon St., #1
Laredo, Texas 78043

TO: Leticia Gutierrez
Webb County Interim Purchasing Agent
1110 Washington St.
Laredo, Texas 78042

SEVERABILITY

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Prohibitions against Assignment

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and shall be enforced in the Webb County, Texas.

Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered, or forty (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or

understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

Amendment

No changes to this Agreement shall be made except upon a signed written agreement of both parties.

Confidentiality

Any confidential information provided to, or developed by, PROFESSIONAL, in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form are the sole property of Webb County and may not be used by PROFESSIONAL for any purpose without written consent of COUNTY.

Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

Counterparts

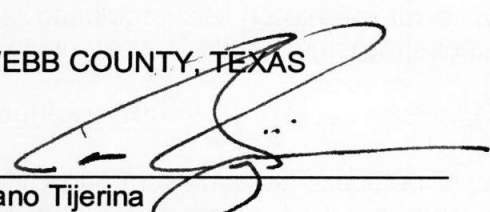
This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this 25th day of APRIL, 2016.

WEBB COUNTY, TEXAS



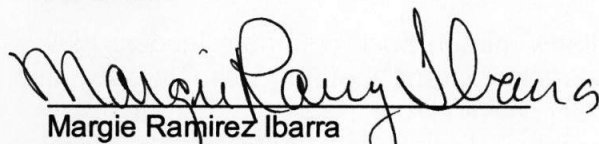
Tano Tijerina
Webb County Judge

F. LEAL REALTORS, INC.



Frank Leal, Jr.

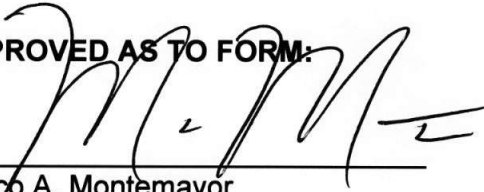
ATTEST:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor

Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).



Request for Proposals (RFP)

RFP 2016-64 Real Estate Appraisal Services

Due: **March 31, 2016** before 2:00p.m.

Public Notice

Notice is hereby given that Webb County is currently accepting sealed RFPs for the appraisal of all unoccupied Webb County owned buildings located in downtown Laredo. All RFPs are subject to the Terms, Conditions, & Provisions, of this RFP.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this RFP package are **due before 2:00p.m. (Central time), on March 31, 2016**. RFPs received after the due date and time will not be accepted. All RFPs will be formally opened and read publicly at **2:00pm on March 31, 2016** at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

Copies of this RFP package are available on our website:

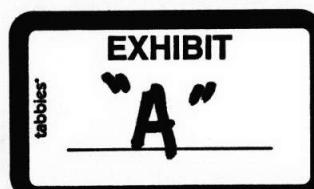
<http://www.webbcountytexas.gov/PurchasingAgent/SolicitationAnnualContracts/>

Please submit one (1) original RFP package, and eight (8) Copies in a sealed envelope clearly marked:
RFP 2016-64 Real Estate Appraisal Services

Please Mail or Hand Deliver RFPs to:
Webb County Clerk's Office
1110 Victoria-Suite 201
Laredo, TX 78040

1.0 Conditions

- a. All RFP quotations must be submitted with specification forms included in this RFP package. Webb County will not accept price schedules that are submitted on forms other than those furnished in this RFP package.
- b. Webb County reserves the right to hold all RFPs for a period of thirty (30) days from the date of the RFP opening, without taking action thereon.
- c. Webb County reserves the right to reject any and all RFPs, to waive defects and formalities in such RFPs, and to award a contract to the vendor which it considers has submitted the RFP with the overall best value.
- d. Webb County reserves the right to select a primary and secondary vendor, and or to select multiple vendors for this contract.
- e. It is a requirement of the proposer to acquaint fully with the conditions of the specifications. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve him/her from any obligation of this RFP invitation.
- f. Vendor must fill out all portions of the RFP unless otherwise stated in the RFP package.



2.0 Specifications & Price Schedule

Intent

Webb County is currently soliciting Request for Proposals for the appraisal of all unoccupied Webb County buildings located in downtown Laredo. The following are the properties to be appraised:

- Building 1: (Webb County & City of Laredo)

Physical Address: 409 San Bernardo
Laredo, TX 78040

- Building 2:

Physical Address: 801 Grant Street
Laredo, TX 78040

- Building 3:

Physical Address: 805 Grant Street
Laredo, TX 78040

Minimum Qualifications:

At a minimum, successful proposals must include the following:

- Qualifications and experience of the appraiser to be assigned to this project
(Include Licenses & Certification as issued by the state of Texas)
- Cost to perform appraisal
- Delivery time

Selection Process:

Webb County will review all proposals and recommend a contract award based on the following weighted criteria:

Qualifications/Experience 40 pts
Price 40 pts
Delivery 20pts

Pricing

Building	Appraisal of Property located at:	Price
1	409 San Bernardo Laredo, TX 78040	\$ 2,975
2	801 Grant Street Laredo, TX 78040	\$ 2,975
3	805 Grant Street Laredo, TX 78040	\$ 3,975
	TOTAL	9,925

Delivery of Service:

Please state time of delivery for all property appraisals April 30, 2016

GENERAL WARRANTY DEED

DATE: February _____, 2011

GRANTOR: WEBB COUNTY, a political subdivision of the State of Texas

GRANTOR'S MAILING ADDRESS:

1000 HOUSTON STREET
LAREDO, WEBB COUNTY, TEXAS 78040

GRANTEE: CITY OF LAREDO, a municipal corporation

GRANTEE'S MAILING ADDRESS:

1110 HOUSTON STREET
LAREDO, WEBB COUNTY, TEXAS 78040

CONSIDERATION:

TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration

An undivided Forty-Five Percent (45%) interest in PROPERTY (including any existing improvements and future improvements):

TRACT I; Situated in Webb County, Texas, and being lot Number ONE (1), and the North One-half of Lot Number TEN (N. ½ of 10) and the North One-half of the West Eighteen Varas of Lot Number NINE (N. ½ of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

AND

TRACT II: Situated in Webb County, Texas, and being the South One-half of Lot Number TEN (S. ½ of 10) and the South One-half of the West Eighteen Varas of Lot Number NINE (S. ½ of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

THE PROPERTY IS CONVEYED AND ACCEPTED "AS-IS". GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE ENVIRONMENTAL SOUNDNESS, ACCEPTABILITY AND/OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE: NOR OF THE

QUALITY OR CONDITION OF THE PROPERTY HEREBY CONVEYED TO GRANTEE, NOR THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; OR THE HABITABILITY, MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE. AS A MATERIAL PART OF THE CONSIDERATION FOR THE CONVEYANCE, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING AND ACCEPTING THE PROPERTY "AS-IS" WITH AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT HAS RELIED SOLELY UPON ITS EXAMINATION OF THE PROPERTY. GRANTEE TAKES POSSESSION OF THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES BY GRANTOR.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, leases, conditions, contracts, easements, and other matters, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor

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binds Grantor, and Grantor's heirs, executors, administrators, successors and assigns to
WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's
heirs, executors, administrators, successors, and assigns against every person whomsoever
lawfully claiming or to claim the same or any part thereof, except as to the reservations from and
exceptions to conveyance and warranty, when the claim is by through or under Grantor, but not
otherwise.

When the context requires, singular nouns and pronouns include the plural.

WEBB COUNTY, a political subdivision of the
State of Texas

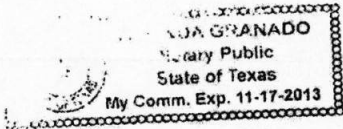
BY: *Danny Paly*
NAME: *Danny Paly*
TITLE: *Webb County Clerk*

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STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 3rd day of Feb.,
2010, by Sanny Calderon of Webb County,
behalf of Webb County.



Belinda Granado
NOTARY PUBLIC, STATE OF TEXAS
My commission expires: 11-17-13
Belinda Granado
Notary's Printed Name

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

Doc# 1093624
Recorded
02/09/2011 11:15AM

Signed: [Signature]
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$0.00

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1013730-RW

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

General Warranty Deed

Date: December 21, 2006

Grantor: Laredo Veterans Coalition (LVC)

Grantor's Mailing Address: 413 San Bernardo
Laredo, Webb County, Texas 78040

Grantee: Webb County, a political subdivision of the State of Texas

Grantee's Mailing Address: 1000 Houston Street
Laredo, Webb County, Texas

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

TRACT I: Situated in Webb County, Texas, and being Lot Number ONE (1), and the North One-half of Lot Number TEN (N. 1/2 of 10) and the North One-half of the West Eighteen Varas of Lot Number NINE (N. 1/2 of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

And

TRACT II: Situated in Webb County, Texas, and being the South One-half of Lot Number TEN (S. 1/2 of 10) and the South One-half of the West Eighteen Varas of Lot Number NINE (S. 1/2 of the W. 18 varas of 9), in Block Number THIRTY-TWO (32), situated in the WESTERN DIVISION of the City of Laredo, Webb County, Texas, as per Original Map of said City.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Easements, rights of way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral

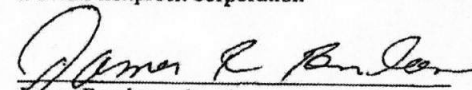
severances, and other instruments, other than liens and conveyances, that affect the property, any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, but only to the extent that they are still in effect, relating to the herein above described property.

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

LAREDO VETERANS COALITION (LVC),
a Texas nonprofit corporation

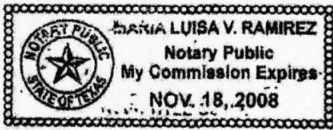

James Rendon aka James R. Rendon
Chairman

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on 21 day of December, 2006, by James Rendon, Chairman, of Laredo Veterans Coalition (LVC), a Texas nonprofit corporation, on behalf of said nonprofit corporation.

aka James R. Rendon



Maria Luisa V. Ramirez

Notary Public, State of Texa

My commission expires: 11/18/2008

Maria Luisa V. Ramirez

Notary's Printed Name

Doc# 948315
Pages 4
12/21/2006 17:35:31 PM
e-Filed & e-Recorded in the
Official Public Records of
WEBB COUNTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees 24.00

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY AS STAMPED
HEREON BY ME



3.0 Additional Terms, Conditions, & Provisions

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

Invoices: all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington, Suite 101
Laredo, TX 78040**

Unit Price: Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in RFP prices. The County of Webb Is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

Substitutes: Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

Capacity: Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

Delivery:

Delivery to be made within 24 hours from request

Contract:

This contract will be awarded to the lowest, responsible proposer. The county reserves the right to award the contract to the vendors with the lowest price and/or overall Best Value. The county may award contracts to various vendors depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

Award of RFP:

Vendor must price all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower than quantities specified. If vendor is unable to price a particular item, please provide a written explanation.

Availability of Funds for Next Fiscal Year:

Funds are not presently available for performance under this contract beyond September 30, 2015. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2015 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

Payment of Bills:

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

Delinquent Taxes:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a RFP/proposal.

References:

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative

Legibility: Proposals must be legible and of a quality that can be reproduced.

FOB Destination:

All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Webb County Purchasing Department- (956)523-4125, FAX (956)523-5010, E-mail: ae flores@webbcountytx.gov Page 4

Estimated Quantities:

The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

Statements:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/ requirements.

Pricing: Pricing provided in the RFP by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

Other Fees, Charges, Surcharges: Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

Quote Fees: If a vendor is providing an estimate for work not under contract, the vendor must identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

Termination: The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

Ethics: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

Proprietary Information:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Furnished Forms: All RFPs should be submitted on furnished forms. RFPs submitted on forms other than those provided by Webb County will not be considered.

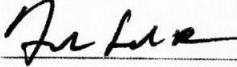
Open Market: If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

Specification Clarification: If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the Bid/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytx.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the RFP/RFP/RFQ, and will be answered, and posted on the Webb County website.

4.0 Vendor Information Form

Name of Company: FRANK LEAL REAL ESTATE APPRAISALS
Address: 3017 E. LYON ST #1
LAREDO, TEXAS 78043
Phone: 956-724-4342
Email: fleal366@gmail.com

Signature of Person Authorized to Sign RFP:



(Signature)

FRANK LEAL JR

(Printed Name)

OWNER/PRES.

(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

Corporation

3/29/2016

(Date)

IMPORTANT

Vendor must complete this RFP document in its entirety in order for it to be valid

5.0 PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that FRANK LEAL JR owes no delinquent property taxes to Webb County.

FRANK LEAL R.E. APPRAISER owes no property taxes as a business in Webb County. (Business Name)

FRANK LEAL JR owes no property taxes as a resident of Webb County. (Business Owner)

FRANK LEAL JR
Person who can attest to the above information

* SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.

THERE ARE NO ACCOUNT NOS. ON ASSESSOR'S OFFICE.
I do NOT own property or business equipment, etc.
I do NOT pay taxes

Webb County

6.0

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Oscar Hale, 406th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 _____
Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

7.0 CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

<u>FRANK LEE R.E. APARISAIS</u>	<u>27764</u>	<u>RFI 2016-64</u>
Name of Contractor/Potential Contractor	Vendor ID # or Social Security #	Program #
<u>FRANK LEE R.E.</u>	<u>[Signature]</u>	<u>3/29/2016</u>
Name of Authorized Representative	Signature of Authorized Representative	Date

8.0 CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
FRANK LON R.E. APPRAISERS	27764	RFP2016-64

Name of Authorized Representative	Title
FRANK LON JR	Pres

Frank Lon Jr
Signature - Authorized Representative

3/29/2016
Date

NOTICE TO ALL RFPDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all RFPs advertised after September 1, 1994 and these changes affect your RFP on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your RFP in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a RFP could result in your RFP being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Leticia Gutierrez
Webb County Purchasing Agent



CHECK LIST

This check list is required for all RFPs, Requests for Proposals (RFPs), & Requests for Qualifications (RFQs). Please check off each item that applies.

- Is RFP Package being submitted within due date & time?
- Is the name and address of the RFPder on the top left hand side of envelope
- Is the RFP number, RFP title, and due date written on the outer part of a sealed envelope?
- Have Specifications been reviewed?
- Have Terms, Conditions, & Provisions been reviewed?
- Has unit pricing for all items been provided in furnished forms (if applicable)?
- Has extended pricing been calculated (if applicable)?
- Have grand totals been provided and reviewed for accuracy (if applicable)?
- Has Vendor Information Form been filled out and signed?
- Has Proof of No Delinquent Taxes (Business or Property) Form been filled out and signed
- Has Conflict of interest questionnaire been filled out and signed?
- Is Certification Regarding Debarment (Form H2048) included?
- Is Certification Regarding Federal Lobbying (Form H2049) included?
- Is a copy of Liability Insurance and Worker's Compensation Certificate included?
Does not apply. I, and only I, will be performing the appraisals.

Frank Lora

Signature of person completing RFP.

FRANK LORA JR

RESUME FOR FRANK LEAL JR.

Contact person: Frank Leal Jr.
Corporate Name: F. Leal Realtors, Inc.
Frank Leal Co. R. E. Appraisals and Consultation
E-Mail: fleal366@gmail.com
Telephone: 956-724-4342, Cell: 956-645-8145
Tax ID: 74-2723182
Address: 3017 E. Lyon Street
Laredo, Texas 78043

Age: 60

DOB: June 6, 1955

Marital Status: Married to Kristina A. Leal

**Children: Two daughters; Maricela Martinez, of San Antonio, Texas,
and Marta I. Rivera, of Fredricksburg, Texas**

Job History:

1972-1981: Laredo Morning Times, Classified Advertising Manager

1981-1983: The Laredo News, Advertising Director

1983-1986: Richter & Associates Real Estate

**1986-Present: Owner, Frank Leal Co., Real Estate Appraisals and
Consultation**

Educational Credits:

2 years (1972-1975) at Laredo Junior College majoring in Business Administration. 1 year at the Academy of Real Estate and The American College of Real Estate, San Antonio, Tx, required real estate courses for Texas Real Estate Broker Lic.

1978 Completed Laredo Junior College - Course 301-

Principles of Real Estate

1984 Completed American College of Real Estate - Course 701-

Investing in Real Estate

1985 Completed American College of Real Estate - Course 503-

Real Estate Law - Contracts

1985 Completed American College of Real Estate - Course 303-

Principles of Real Estate III

1985 Completed American College of Real Estate - Course 502-

Real Estate Law II

1985 Completed Academy of Real Estate - Course 102-

Real Estate Marketing

1985 Completed Academy of Real Estate - Course 103-

Real Estate Finance

1985 Completed Academy of Real Estate - Course 202-

Real Estate Appraisal

Continued:

- 1986 Completed Lincoln Graduate Center - Course 627-
Principles of Real Estate Appraisal
- 1986 Completed Lincoln Graduate Center - Course 636-
Practice of Real Estate Appraisal
- 1987 Completed Investment Real Estate Council - Course 101
Fundamentals of Real Estate Investment and Taxation
- 1988 Completed Lincoln Graduate Center - Course 660-
Narrative Appraisal Report
- 1988 Completed Lincoln Graduate Center - Course 637-
Farm and Land Appraisal
- 1988 Completed Lincoln Graduate Center - Course 649-
Commercial Appraisal
- 1992 Completed East Texas Baptist University-
Appraisal Standards and Ethics Course
- 1993 Completed Appraisal Institute-
FIRREA Seminar
- 1994 Completed Appraisal Institute-
Appraisal Reporting of Complex Residential Properties Seminar
- 1996 Completed American College of Real Estate-
Keeping Current with Texas Real Estate
- 1998 The Columbia Institute
Environmental Site Analysis
- 1998 The Columbia Institute
USPAP Update
- 1998 The Columbia Institute
Limited Residential Appraisals
- 1998 The Columbia Institute
Real Estate Construction
- 2000 The Columbia Institute
USPAP Update #101
- 2000 Lon Morris College
Income Property Valuation I
- 2002 Lon Morris College
Real Estate Appraisal
- 2002 The Columbia Institute
USPAP Update #101
- 2004 The Columbia Institute
Review Appraisal Update #109
- 2004 The Columbia Institute
Recerts, Updates & You, #013
- 2004 The Columbia Institute
USPAP Update, #101
- 2004 The Columbia Institute
New FannieMae Appraisal Guide, #111

Continued:

- 2006 Texas Continuing Education
Real Estate Appraisal, #0211
- 2006 The Columbia Institute
USPAP Update, #830
- 2008 First American
TREC Mandatory Legal Update, #03031296504
- 2008 First American
TREC Mandatory Ethics Update, #03031296505
- 2008 Texas Continuing Education
MCE - Real Estate Appraisal, #09000596010
- 2010 MCE
HUD Home Improvement for Foundation and Walls, #09-00-091-8468
- 2010 MCE
TREC Legal Update MCE, #03-03-121-8657
- 2010 MCE
TREC Ethics, #03-03-121-8658
- 2012 2012-2013 National USPAP Update Course
Champions School of Real Estate and Appraiser Training
- 2012 Foreclosure Basics for Appraisers
Champions School of Real Estate and Appraiser Training
- 2012 Challenging Assignments for Residential Appraisers
Champions School of Real Estate and Appraiser Training
- 2012 Appraisal of 2-4 Family & Multi-Family Properties
Champions School of Real Estate and Appraiser Training
- 2014 Broker Responsibility Course
Alliance Academy
- 2014 TREC Legal Update and Ethics
Alliance Academy
- 2014 Financing The Buyer
Alliance Academy
- 2014 2014-2015 USPAP Update
Career WebSchool Texas
- 2014 A URAR Form Review
Career WebSchool Texas
- 2014 Residential Appraisal Review
McKissock
- 2014 2-4 Family Finesse
McKissock
- 2016 Reviewing Appraisals in Eminent Domain, Course 410
International Right of Way Association (IRWA)
- 2016 Legal Update 1: Laws, Rules and Forms
123CE, Inc
- 2016 Legal Update II: Agency, Ethics and Hot Topics
123CE, Inc
- 2016 Dot Com Trending: The Basics, 123CE, Inc.

Experience:

My area of expertise is in single and multi-family residential, as well as commercial and industrial appraisal work.

Geographical Area of Expertise: Webb County, Texas

Professional Certifications and Licenses:

Texas, State-Certified General Real Estate Appraiser #TX1323807-G

Texas, Real Estate Broker License #281122

Texas Residential Construction Commission, Registered Builder No. 16358

Continued:

Clients: Partial List:

City of Laredo Department of Community Development

City of Laredo Airport

Falcon International Bank

PlainsCapital Bank

International Bank of Commerce

Commerce Bank

Laredo Federal Credit Union

Mercury Real Estate Services

Texas State Bank, Mission, Tex.

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

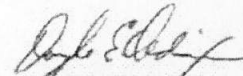
Number: **TX 1323807 G**

Issued: **10/15/2014**

Expires: **10/31/2016**

Appraiser: **FRANK LEAL JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner