

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

On-Call Right of Way Acquisition Services Solicitation # RFP 23-036

Date Issued: September 06, 2023

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST OCTOBER 18, 2023**

New Braunfels Purchasing Department: Email: jgohlke@newbraunfels.gov



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

Solicitation Number: **RFP 23-036**

On-Call Right of Way Acquisition Services

☐ Invitation for Bid (IFB)

☒ Request for Proposals (RFP)

Date Issued:

September 6, 2023

SOLICITATION

Questions may be submitted until **SEPTEMBER 21, 2023, 5:00 P.M. (Central Time)**

Respondents must submit sealed SOQ containing one (1) signed original hardcopy and one (1) in electronic format (USB).

Submissions will be received at the office of the City Secretary at the address shown above until: **3:00 P.M. (CST), OCTOBER 18, 2023**

Submissions received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

Julie Gohlke, CPPO,
NIGP-CPP
Assistant Purchasing
Manager

Email: jgohlke@newbraunfels.gov

5% Proposal Bond Required: ☐ YES ☒ NO

100% Payment Bond Required: ☐ YES ☒ NO

100% Performance Bond Required: ☐ YES ☒ NO

OFFER

(This portion must be fully completed by Proposer.)

RFP's must be submitted by persons authorized to commit the responding qualified Realtor Service to a procurement contract or agreement. By submitting your written proposal, you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

Respondent will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, upon contract award the undersigned offers and agrees to furnish any or all items or services awarded for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS AND ADDENDA.

SIGNATURE IS MANDATORY; **MANUALLY SIGN** ORIGINAL DOCUMENT, SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY OR ELECTRONIC SUBMISSION.

Name
and
Address
of Respondent:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address:

Phone Number:

Fax Number:

Signature:

Date:

Name, Address, email, and Telephone Number
of Person authorized to conduct negotiations on
behalf of Respondent.
(Applies to Request for Proposal only)

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SECTION 3

RFP INSTRUCTIONS FOR PROPOSAL

3.1 PURPOSE

This Request for Proposal (RFP) is issued by the City of New Braunfels, (hereinafter referred to as the "City"). The purpose of this RFP is to request proposal submissions from interested and qualified service providers qualified to provide On-Call Right of Way Acquisition Services on behalf of the City as more specifically described in Section 4 of this RFP.

The RFP contains submission requirements, the scope of service, period of service, terms and conditions and other pertinent information for submitting the proper and responsive proposal.

3.2 AVAILABLE DOCUMENTS

Solicitation documents may be obtained from:

- the BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
- the City of New Braunfels' website: <https://www.newbraunfels.gov/2694/Solicitations>

3.3 SOLICITATION SCHEDULE

DATE	MILESTONE
September 6, 2023	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations
September 21, 2023	Deadline to receive questions shall be 5:00 P.M.
October 18, 2023	Proposal submission deadline – 3:00 P.M.
November 2023**	City Evaluation
December 2023**	Anticipated Contract Award

****City Evaluation and Anticipated Contract Award dates are estimates only and are subject to change without further notice.**

3.4 SUBMISSION OF PROPOSALS

- (a) Electronic Bidding. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. For this Request for Proposal, electronic bid submission is another option available to Proposers. The link to BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>.

You must register on their site prior to your electronic submission. If you have any problems completing your vendor registration or submitting your electronic bid, please contact BidNet at (800) 835-4603, Option 2, to speak with live customer support.

If submitting an electronic bid through BidNet, an original hardcopy and USB will not be required.

- (b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside as a Request for Proposal to Owner, with Respondent's name and address, and solicitation name. Failure to submit Proposal in this manner may subject Respondent to disqualification. **Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:**

**City of New Braunfels
City Secretary's Office/Front Lobby
ATTN: Purchasing**

550 Landa Street
New Braunfels, TX 78130

The outside of the Proposal envelope or package **must state**:

“RFP 23-036 “On-Call Right of Way Acquisition Services”

It is the sole responsibility of the respondent to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the respondent. **PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.**

- (c) An authorized official of the firm must print or type their name and **MANUALLY SIGN THE ORIGINAL PROPOSAL, AND USB COPY MUST REFLECT THE SAME SIGNATURE.**
- (d) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.
- (e) Your offer or a modification to your offer is LATE if received after the time set for Proposal opening and will not be considered.
- (f) To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that Proposals be submitted with **one (1) original master (marked ‘original’), and one signed USB electronic copy of all documents listed below. If submitting an electronic bid through BidNet, an original hardcopy and USB will not be required.**

Each Proposal completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, will include the following in one envelope/package:

- **TAB 1 - Solicitation and Offer Form**: Complete and sign form located on Page 1.
- **TAB 2 – Attachment A – Cost Proposal Form**
- **TAB 3 - Cover Letter** - Name and address of the Respondent, as well as a brief description of the company and its history, and how this makes the Proposer qualified for this bid.
- **TAB 4 - ATTACHMENT B – COMPANY INFORMATION AND CERTIFICATIONS**
- **TAB 5 - Experience, Qualifications, Key Personnel, and Resources** – Reference Section 5.1 1: Proposer’s Qualifications, Abilities, and References)
- **TAB 6 - Local Ties and Knowledge** – Describe the Respondent’s ties to and knowledge of the New Braunfels Community
- **TAB 7 - Additional Supporting Documentation**
 - Prime and Sub-Respondents: Conflict of Interest Form (per Section 3.14)
 - Prime Respondent: Certificate of Interested Parties – Form 1295 (per Section 3.15)

- Prime Respondent: Proof of Insurance: One copy completed and signed. A “for information purposes only” copy is acceptable. The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
- Attach copies of contractor’s license, certifications, or any other documentation not referenced under another tab.
- **TAB 8 - Deviations from Request for Proposal** – (Reference Attachment C- EXCEPTIONS AND ALTERNATIVES FORM
 - Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.5 CONTACT QUESTIONS

All *questions* concerning this solicitation shall be submitted in writing, on or before the date specified in Section 3.3: Proposal Schedule, to:

Purchasing Representative: Julie Gohlke, Assistant Purchasing Manager, via email
JGohlke@newbraunfels.gov

All questions and/or clarification submittals shall identify the RFP in the subject line of the email message as follows:

Questions – RFP 23-036: On-Call Right of Way Acquisition Services

All prospective respondents are hereby instructed to not contact any member of the City of New Braunfels’ City Council, City Manager, evaluation committee, or City of New Braunfels’ staff members other than the noted contact person regarding this solicitation on page 1. Any such contact may be cause for rejection of your Proposal.

3.6 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at:

- <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and
- the City’s website <https://www.newbraunfels.gov/2694/Solicitations>

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP.

Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 SOLICITATION UPDATES

Respondents shall be responsible for monitoring the City’s website or BidNet Direct for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3.8 EXCEPTIONS AND DEVIATIONS

Any exceptions to the specifications or objectives of the solicitation document must be clearly stated in Respondent's Proposal using Attachment C.

3.9 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing respondents and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

3.10 PROPOSALS AND MATERIALS SUBMITTED

All Proposers who choose to participate in the selection process or respond to the RFP agree that the City owns all rights related to the materials submitted in response to this RFP. Such materials will not be returned to the respondents and may be used by the City and its designees as may be in its best interest in any manner and in any media whatsoever.

3.11 SAFEGUARDING OF INFORMATION AND DATA

The Contractor will safeguard all information and data provided by the City. Further, Contractor will not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City's Finance Department, Purchasing division, with appropriate remuneration to the City

3.12 WHAT IS NOT ACCEPTED

A Proposal submitted by facsimile transmission (FAX) or by electronic mail (EMAIL) will **NOT** be accepted. A Proposal response received **AFTER** the deadline (as stated above) for submitting the Proposal response will **NOT** be considered under any circumstances and will be returned unopened to the submitter.

3.13 NON-NEGOTIABLE TERMS

The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The City will not incur a debt or obligation to pay selected Proposer any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- b. **Advance Payments.** The City will not make advance payments to a selected Proposer or any third party pursuant to this RFP or resulting contract.
- c. **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Proposer.
- d. **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- e. **Limitation of Liability.** The City will not agree to allow the selected Proposer to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- f. **Attorney's fees; Legal Costs.** The City will not agree to pay the selected Proposer attorney's fees or other legal costs under any circumstances.

- g. **Delinquent Payments; Interest.** The City will not consider a payment delinquent, which is made within 30 days of receipt of the selected Proposer's approved invoice, in accordance with Texas law. If the City does not pay what is due and owing within the 30 days, the City will not agree to pay more than 1% interest per month on the overdue amount, in accordance with Texas law.
- h. **Venue; Applicable Law.** This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Comal County, Texas and venue for any dispute regarding contract shall be in Comal County, Texas.

3.14 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposal correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all Respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their response **in addition to** submitting a completed Form CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

3.15 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas

Ethics Commission ("TEC") website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

SECTION 4

PROJECT DESCRIPTION AND SCOPE OF WORK

4.1 BACKGROUND:

The City of New Braunfels is situated in Comal County, between the Nation's seventh (7th) largest city, San Antonio, to the south, and the Texas Capital, Austin, to the north, with easy access to each along Interstate Highway 35. Interstate Highway 10, less than ten (10) miles to the south, provides access to Houston, three (3) hours to the east.

Consistently ranked by the U.S. Census Bureau in the top Ten (10) fastest growing cities in the Nation, New Braunfels has a 2020 population of over 90,403, an increase of nearly 57%, in comparison to the 2010 population. Founded in 1845, New Braunfels has a rich history and, in light of the tremendous growth, still retains its cultural heritage which influences its architecture, community activities, branding, pride of citizenship, and way of life.

The City of New Braunfels is a home-rule city operating under a council-manager form of government. All powers of the City are vested in an elected council, consisting of a mayor and six council members. The City Council enacts local legislation and determines City policies. The City government provides a broad range of goods and services to its citizens, operates with seventeen (17) departments/divisions and has over 650 full time employees.

The City recently passed Proposition One (1) of the 2023 Bond Program which has allocated approximately \$100,000,000 in funding for transportation related projects. Several of the proposed projects will require right of way acquisition services over the next three (3) year period. Projects that may require assistance of the selected right of way acquisition services provider are included below. This list is not a guarantee of work and is subject to additional assignments as they may become available.

2024 – 2026 Proposed Projects:

- Barbarosa Rd/Saur Lane Project – Approximately 29 Parcels
- Kohlenburg Road Project – Approximately 8 Parcels
- Common Street Project – Approximately 6 Parcels
- Conrads Road Project – Approximately 7 Parcels
- Solms Road Project – Approximately 2 Parcels
- Kowald Lane Project – Parcels TBD

4.2. SCOPE OF SERVICES

The City of New Braunfels is seeking a qualified firm to provide on-call right of way acquisition services to the City. The selected firm will be expected to contract with the City to provide the following services.

1. Appraisals: Ordering and review of necessary property appraisals and preparation of appraisal reports.
2. Property Owner Negotiations: Negotiation with property owners for the purchase of partial or full properties, permanent easements and Temporary Construction Easements ("TCE").

Preparation of all letters and subsidiary documents required, including rights of entry, all offer letters, post-offer responses, appraisal summary agreements for purchase, and other documents as required. All negotiation services shall be performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act and shall be reviewed and approved by The City and by the State of Texas depending on the source of project funding.

3. Escrow and Title Coordination – Coordination of escrow and title work, and preparation of a title curative plan outlining the method to cure title deficiencies as needed.
4. Project Management and Administration - Attendance at project meetings, preparation of monthly status reports, general consultation on right-of-way matters, and all necessary tracking or clerical work associated with the services provided.
5. Condemnation Proceedings Support - Delivery of copies of all pertinent information and documentation related to condemnation proceedings to the City. Coordination with the City in filing documents and responding to information requests related to condemnation proceedings. Attendance of hearings and provision of testimony as needed.

4.3 Right of Way Services Provider Responsibilities

In all circumstances, all services shall be provided in keeping with all applicable Federal, State, and local laws and requirements.

4.4 Performance Requirements

The selected vendor will faithfully pursue the execution of the assigned project(s). Said Services will provide adequate personnel hours to meet the requirements set forth under the "Scope of Services" heading.

4.5 Required Meetings

The selected vendor shall provide representatives to meet with City officials as may be requested, for the purpose of providing status reports on the assigned projects.

4.6 Fee Structure

The Fee Structure shall be submitted on the Cost Proposal Form. The Proposed Fee should be structured as an hourly rate for each level of personnel category that would work on a particular assignment. It will also include fees for any sub-consulted services including applicable mark-up and any anticipated reimbursable expenses. The agreed upon fee structure would then be applied to specific task orders for each assignment. The proposed fee schedule shall include the following items:

1. Hourly rate for the following personnel classifications:
 - a) Project Principal

- b) Project Manager
 - c) Negotiator/Acquisition Agent
 - d) Title Curative/Closing Agent
 - e) Condemnation Support Agent
 - f) Project Support Specialist/Administrative Support
-
- 2. Identification of your percentage mark-up on sub-consulted services such as appraisals and appraisal reviews
 - 3. Identify any additional reimbursable expenses which would be invoiced to the City and any applicable mark-ups for these expenses.

4.7 Insurance Requirements

For proposal purposes, proposers must submit copies of certificates of insurance for professional liability. The successful contractor must provide original certificates prior to commencing services.

SECTION 5

QUALIFICATIONS AND EVALUATION CRITERIA

5.1 SELECTION PROCESS

It is the intent of the City to make one award to the respondent offering the best value to the City, based on evaluation criteria listed in this solicitation and proposer's submitted proposal.

The City's evaluation team will rank respondents meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the respondent's proposal.

The respondent selected for award will be awarded an Agreement to provide services as specified.

The criteria to be considered by The City in evaluating proposals and selecting Contractor, will be those factors listed below with their relative weightings:

1. **Proposer's Qualifications, Abilities, and Reputation: (30 points)**

- 1.1 Proposer's demonstrated competence and experience in providing the requested services, including the quality of Proposer's references from past and present clients.
- 1.2 The qualifications, education, and experience of the team members proposed by Proposer to conduct and supervise its services for the City.
- 1.3 Proposer's past relationship with City, and Proposer's experience performing the requested services for entities similar in nature.
- 1.4 Proposer's ability to perform the required services within the time periods projected, based on Proposer's demonstrated capabilities, staffing, financial stability, and creative resources.
- 1.5 Proposer's demonstrated awareness of the present environments and likely future developments related to the requested services.

2. **Quality of Proposed Services: (30 points)**

- 2.1 The overall demonstrated quality of Proposers' goods and/or services in accordance with the Scope of Work
- 2.2 Quality Assurance Plan

3. **Cost: (35 points)**

The cost to City required to secure Proposer's proposed Services, including any long term costs.

4. **Responsiveness of Proposal: (5 points)**

The extent to which Proposer's response relates to the specific environment, requirements, and needs of City; the quality and level of substantive detail and clarity of content provided in Proposer's response.

5. Threshold Criteria Not Scored:

- 5.1 Ability of City to comply with laws regarding Historically Underutilized Businesses; and
- 5.2 Ability of City to comply with laws regarding purchases from persons with disabilities.

- 6. Supplemental Consideration.** As a supplement to the above-described criteria, City may give consideration to any additional information and documentation submitted by a Proposer if City deems such information to be relevant, and to serve the best interests of, and provide the best value to, City.

TOTAL POSSIBLE POINTS: 100

- 7. OPTIONAL-** The City may determine that it is necessary to interview short-listed firms prior to making a recommendation to the City Council. The City reserves the right to determine whether an interview will be conducted for every solicitation/project.

- 8. Pass/Fail: Availability**—The firm must be able to start the project immediately and complete all work as specified. Please include availability and ability to commit to successful and expeditious completion of the management and administrative work. Availability shall be defined in the Cost Proposal Form (Tab 2)

- 5.2 Other Considerations.** The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Respondent's past working or business relationship with the City, if any. The City further reserves the right to consider a respondent's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a respondent may have with its other clients.

- 5.3** Respondent should be aware that the contents of the successful Proposal response will become part of subsequent contractual documents.

- 5.4 Opened Proposal.** A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

- 5.5 Additional Information.** At your option, provide in your Qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

5.6 LIMITATIONS

5.6.1 Right to Accept or Reject. The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the Owner believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.

5.6.2 Solicitation to Remain Subject to Acceptance. All solicitations will remain subject to acceptance for one hundred ninety (90) days after opening without taking action.

5.6.3 City Council Approval Required. The City of New Braunfels City Council must approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with respondents submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.

5.6.4 Respondent's Obligation Regarding Evaluation:

- a. Submission of Information. Submitters are cautioned that it is each respondents sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the Proposal. Failure of a respondent to submit such information may cause an adverse impact on the evaluation of the specific Proposal.
- b. Submitter Review of RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the respondents' risk and will not be a determinative factor when awarding the contract for services.

5.6.5 Oral Non-Binding. Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

5.6.6 Lobbying Prohibited. Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

5.7 PROPOSAL SPECIFICATIONS

5.7.1 Modification or Withdrawal of Proposal. Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice (by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a proposer to withdraw a Proposal due to a material mistake in the Proposal.

SECTION 6

CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT TERM

Should a contract be awarded as a result of this solicitation, the Agreement shall become effective upon the date of the final signature and shall remain in effect through September 30, 2026 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this RFP or the subsequent Agreement.

6.2 GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Sample Agreement (ref. APPENDIX ONE) or, in the sole discretion of the CITY, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will redline attached Agreement (ref. APPENDIX ONE) and include redlined Agreement as part of its proposal in accordance with Section 3.8 of this RFP. Proposer's exceptions will be reviewed by the CITY and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then the CITY may consider Proposer's exceptions when the CITY evaluates the Proposer's proposal.

ATTACHMENT A
COST PROPOSAL FORM

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

OFFER TO: CITY OF NEW BRAUNFELS:

The Undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal. Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed percentage) below.

ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter into a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

NON-COLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

COST PROPOSAL FORM

Proposal of: _____ (Proposer Company Name)

The Proposed Fee should be structured as an hourly rate for each level of personnel category that would work on a particular assignment. The Fee Structure shall also include rates related to sub-consulted services to include applicable mark-up rates and any anticipated reimbursable expenses. The agreed upon fee structure would then be applied to specific task orders for each assignment.

1. Firm's Hourly Rates for the following personnel classifications.

Personnel Classification	Hourly Rate
Project Principal	
Project Manager	
Negotiator/Acquisition Agent	
Title Curative/Closing Agent	
Condemnation Support Agent	
Project Support Specialist/Administrative Support	

2. Identification of firm's percentage mark-up on sub-consulted services such as appraisals and appraisal reviews

3. Firm shall identify any additional reimbursable expenses which would be invoiced to the City and any applicable mark-ups for these expenses.

4. **Availability.** Firm shall identify the earliest date available to begin work on the initial project. _____

5. **Sample Task Order:**

The following is a SAMPLE task that is representative of the type of projects that will be completed under this solicitation if awarded. Please provide a cost proposal and delivery schedule for this SAMPLE. This is a sample only!

DESCRIPTION OF PROJECT:

The goal of this contract is to provide right of way acquisition services in support of the Solms Road Reconstruction Project.

The scope may include, but is not limited to, the following:

- Appraisals: Ordering and review of necessary property appraisals and preparation of appraisal reports.
- Property Owner Negotiations: Negotiation with property owners for the purchase of partial or full properties, permanent easements and Temporary Construction Easements ("TCE"). Preparation of all letters and subsidiary documents required, including rights of entry, all offer letters, post-offer responses, appraisal summary agreements for purchase, and other documents as required. All negotiation services shall be performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act and shall be reviewed and approved by The City and by the State of Texas depending on the source of project funding.
- Escrow and Title Coordination – Coordination of escrow and title work, and preparation of a title curative plan outlining the method to cure title deficiencies as needed.
- Project Management and Administration - Attendance at project meetings, preparation of monthly status reports, general consultation on right-of-way matters, and all necessary tracking or clerical work associated with the services provided.
- Condemnation Proceedings Support - Delivery of copies of all pertinent information and documentation related to condemnation proceedings to the City. Coordination with the City in filing documents and responding to information requests related to condemnation proceedings. Attendance of hearings and provision of testimony as needed.
- Review of design deliverables to familiarize yourself with the project
- Attend internal meetings with City Staff.
- Attend public meetings with affected property owners and community stakeholders.

The Solms Road Reconstruction Project consists of the acquisition of the below referenced parcels:

Parcel	Property ID	County	Owner	Address	ROW SF
1	80475	Comal	SCHAEFER MILTON W EST OF & MELINDA BIRDSONG EST OF	6335 FM 482 NEW BRAUNFELS, TX 78132	1,600
2	71085	Comal	SOLMS BOWLING CLUB	PO BOX 310302 NEW BRAUNFELS, TX 78131	1,440

TASK FORM

Project Execution Plan Narrative (Summary of you plan and approach to executing this project):

Proposed Personnel (Please identify below and provide resumes as an attachment to this form):

Personnel Classification	Name
Project Principal	
Project Manager	
Negotiator/Acquisition Agent	
Title Curative/Closing Agent	
Condemnation Support Agent	
Project Support Specialist/Administrative Support	

Identification of Sub-Consultants to be utilized on this project (Please identify below and provide resumes as an attachment to this form):

Proposed Schedule (Provide separate sheet if necessary):

Fee Schedule (Hourly not to exceed format):

Personnel Classification	Hourly Rate	No. of Hours	Total
Project Principal			
Project Manager			
Negotiator/Acquisition Agent			
Title Curative/Closing Agent			
Condemnation Support Agent			
Project Support Specialist/Administrative Support			
TOTAL COST NOT TO EXCEED:			

Required Signatures are on the next page

No proposal may be accepted which has not been signed in the appropriate space below:

COST PROPOSAL FORM – SIGNATURE PAGE

I certify, under penalty of perjury, that I have the legal authorization to bind the Respondent/firm hereunder:

Company Name

Date

Signature of Person Authorized to Sign

Title

Printed Name

Email: _____

ATTACHMENT B
COMPANY INFORMATION AND CERTIFICATIONS

1. Company Information:

- Company name: _____
- Company address: _____
- Year established: _____
- Number of years in business under present name: _____
- Form of ownership: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other (specify)
- Federal Employer Identification Number: _____
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: _____

2. Subcontractor(s), if applicable:

- ☐ Subcontractor(s) will not be used to complete this contract.
- ☐ Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)

Subcontractor Name: _____

Percentage (%) of Total Contract: _____

Mailing Address: _____

3. If awarded, Respondent's primary point of contact for City account is:

Name: _____

Title: _____

Office Location: _____

Mailing Address: _____

* Telephone Number: _____ Fax Number: _____

Email Address: _____

** Emergency Contact Number for After-Hours Service: _____

*** A representative of the company must be available to answer phone calls from City Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time).**

4. If awarded, Respondent shall indicate preferred method for which City is to notify Awarded Contractor of purchase orders:

Purchase Orders shall be communicated via: *(check all that apply)* ___ Phone ___ Fax ___ Email

Contact Person: _____

Phone: _____

Fax: _____

Email Address: _____

VENDOR CERTIFICATIONS

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov?>
- ☐ Yes ☐ No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. ☐ Yes ☐ No
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made
1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
 2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
 3. to deprive Owner of the benefits of free and open competition.
- C. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

- A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost Proposal? ☐ **Yes** ☐ **No**
1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
 2. That your cost Proposal is genuine and is not a collusive or sham Cost Proposal;
 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
 4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

- A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: ☐ **Yes** ☐ **No**
1. Does not boycott Israel currently; and
 2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. ☐ **Yes** ☐ **No**
- D. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott and will not boycott certain energy companies; and (2) will not boycott certain energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement. ☐ **Yes** ☐ **No**
- E. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association. ☐ **Yes** ☐ **No**

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

I certify that I have read all of the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

ATTACHMENT C

EXCEPTIONS AND ALTERNATIVES FORM

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

☐ No Exceptions Taken

☐ Exceptions Taken – *See attached (Include in Tab 9)

**Note that if any exceptions are taken, all required information must be submitted as an attachment*

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

a) The specific item or clause for which an exception is requested (citing the page and item number).

b) The suggested change to the exception, inclusive of proposed new language if applicable.

c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)

APPENDIX ONE SAMPLE AGREEMENT

Attached and incorporated hereto.