

REQUEST FOR PROPOSAL: SECONDARY PIPELINE PROJECT

Schertz-Seguin Local Government Corporation

For: Right of Way Acquisition Professional Services

Proposal Due Date: October 14, 2016 at 12:00 Noon (CST)

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SECTION 2
General Information

SCOPE: The Schertz-Seguin Local Government Corporation (SSLGC) is requesting proposals for Right of Way Acquisition Services (ROWAS) to support the design, construction and operation of a water transmission pipeline from the vicinity of the City of Seguin to the vicinity of the City of Schertz. This project is wholly within Guadalupe and Bexar Counties, Texas. Real property will be acquired by one of SSLGC's owning cities, the cities of Seguin or Schertz, and then assigned to SSLGC. Responding ROWAS Companies must express an interest to contract for services by completing this Request for Proposal (RFP). The general scope of work for this RFP is limited to;

1. Negotiation Services
2. Relocation Assistance Services
3. Condemnation Support Services

CONTRACT COMPENSATION AND TERM:

- For performance of the ROWAS, SSLGC will compensate the Provider providing ROWAS services on a per task or milestone basis.
- Depending upon the results of the evaluation of Proposals received in response to this RFP, SSLGC will award the Contract to the selected Provider for a term of 18 (eighteen) months beginning the date the Contract is executed by SSLGC.
- On an as-needed basis, the contract may be extended for an additional one (1) year period provided both parties agree in writing to do so prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

ACRONYMS:

1. **CMRRR** - Certified Mail-Return Receipt Requested
2. **DBE** – Disadvantaged Business Enterprise
3. **PUA** - Possession and Use Agreement
4. **ROE** – Right of Entry
5. **RFP** – Request for Proposal
6. **ROW** – Right of Way
7. **ROW-PD** – Right of Way Project Delivery Staff (SSLGC)
8. **ROWAS** – Right of Way Acquisition Services (work disciplines of right of way acquisition services, excluding surveying, appraisal, engineering, or architectural services).

9. **SME** – Subject Matter Expert

DEFINITIONS: The following terms and phrases shall have the meanings assigned unless the contract indicates a contrary meaning. In such cases, the contract definitions will take precedence.

1. **Contract** - The contract to be entered into by SSLGC and the entity chosen in response to this RFP.
2. **Fee Schedule** – The attachment to the contract that sets forth the performing entity’s fees for each service in the contract document’s scope of work.
3. **Fee for Service** – Specific fee for a unit of service by which payments are made for each unit of service completed.
4. **Milestone** – Pre-determined, identifiable, and document supported specific point in a professional service task that represents a reporting requirement or completion of a set of activities upon which a payment of services can be invoiced.
5. **Pass Through Cost** – Costs approved by SSLGC that are necessary to complete the authorized deliverable, but are unknown or incidental at date of the execution of the Contract. These costs are expensed against the authorized amount of the Contract. No profit, management fee or service fee by the Provider is allowed on pass through costs. Example: The recording cost of real property deeds at a county court house are \$250. In order to complete the deliverable, the Provider pays the recording fees and submits the receipt for reimbursement to SSLGC for the exact amount of \$250.
6. **Performance Based Specifications** – Focus on outcomes or results rather than process; i.e., what services are required, not how to produce them.
7. **Provider** - A contractor, operating with a written and executed agreement to provide goods or services in accordance with the established price, terms and conditions. For the purposes of this RFP, the term “Provider” and “Contractor” can be used interchangeably.
8. **Real Estate Appraiser** - An individual licensed to provide real estate appraisal services in the State of Texas. For the purposes of this RFP, the term “Appraiser”, “Real Estate Appraiser” and “Certified Real Estate Appraiser” are used interchangeably.
9. **Reasonable Cost** – A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
10. **Respondent** – A ROWAS entity responding to this RFP.

11. **Request for Proposal (RFP)** - A request for submittal of a proposal that demonstrates competence and qualifications of the Provider to perform the requested services and shows an understanding of the specific project.
12. **Uniform Act** - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

SECTION 3
Proposal Information

SCHEDULE OF EVENTS: SSLGC reserves the right to change the dates shown below upon written notification.

EVENT	DATE	TIME
Electronic Publication of RFP	September 26, 2016	12:00 Noon (CST)
Submission of written inquiries	September 30, 2016	12:00 Noon (CST)
Electronic publication of inquiries and responses	October 7, 2016	12:00 Noon (CST)
Last day to submit RFP	October 14, 2016	12:00 Noon (CST)
Opening of Proposals (no public opening)	October 17, 2016	See general note below
Evaluation of Proposals Begins	October 17, 2016	See general note below
Finalists contacted for interview	October 21, 2016	See general note below
Notice of Award (by letter)	November 18, 2016	See general note below
Expected Contract Start Date	December 1, 2016	See general note below

General Note: Exact date and time for these processes may change depending upon the number of proposals received, time required for verification of information and complexity of proposals.

ELECTRONIC ACCESS TO THIS RFP: This RFP, attachments and any supplements can be accessed from either of the two following web sites.

The City of Seguin website at
<http://www.seguintexas.gov/sslgc/>
The City of Schertz website at
http://schertz.com/?page_id=841

HARD COPY ACCESS TO THIS RFP: This RFP, attachments and any supplements can be obtained by contacting the offices of SSLGC at 108 W. Mountain Street, Seguin, Texas 78155, (830) 386-2567.

PROPOSAL REQUIREMENTS:

1. All proposals shall be received, dated and time stamped at the SSLGC Office located at 108 W. Mountain Street, Seguin, TX 78155 no later than 12:00 Noon Central Standard Time on October 14, 2016. Late proposals will not be considered under any circumstance.
2. Respondents shall submit one (1) original and two (2) copies of the complete RFP and one (1) electronic copy on USB flash drive in Word format. Only the original proposal requires original signatures.
3. Respondents to this RFP are responsible for all costs of proposal preparation.
4. Proposals shall be submitted to SSLGC by overnight mail, regular mail or hand delivery. Note: Good business practice suggests that you request a signed receipt of the proposal that will also provide the date, time and place of delivery.
5. Telephone, e-mail, facsimile and other electronic media are not an acceptable response to this RFP. All submitted proposals become the property of SSLGC after the RFP opening date. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by SSLGC.
6. A proposal that does not include all the requirements set forth in the RFP may be rejected as non-responsive and not be considered further. However, SSLGC reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to SSLGC.

INQUIRIES:

1. All inquiries shall be submitted in writing to Assistant General Manager Amber Briggs at abriggs@seguintexas.gov.
2. After the publication of the RFP, except for written inquiries as described above, employees and representatives of SSLGC will not answer questions or otherwise discuss the contents of the RFP with any potential Provider or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

PROPOSAL EVALUATION AND AWARD:

1. If the Contract is awarded, the Contract documents must be signed and returned to SSLGC within 30 days from the date the document was sent by SSLGC email. If the signed contract document is not received within 30 days, the offer will be rescinded.

SECTION 4
Statement of Work

SERVICE REQUIREMENTS OF THE PROVIDER: Services shall include, but are not limited to the following activities:

1. Negotiation of the Scope of Services.
2. Provider will visit project site with ROW-PD.
3. No profit, management fee or service fee by the Provider is allowed on any pass through costs.
4. The cost of pass through expenses will be counted against the Contract.

A. Profit and Overhead Costs

1. All Administrative costs including salaries, travel, employee benefits, telephone, internet connection, equipment, supplies, postage (including certified mail), will be included in the proposed fee schedule for Project Management Services.
2. All profit, including any management fees for all ROWAS services are included in the proposed fee schedule for Project Management Services.
3. No profit, management fee or service fee by the Provider is allowed on any pass through costs.

B. Communication

1. Prepare and deliver one monthly invoice. Prepare invoices with supporting documentation. Supporting documentation requirements are determined by SSLGC.
2. Prepare initial property owner contact list for use by ROW-PD in distribution of Provider introduction letters or as determined necessary by the ROW-PD.
3. At a minimum, the Provider will deliver a weekly written report to ROW-PD on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession of SSLGC within the time allotted in the Contract.

C. File Management

1. All project and parcel documents will be kept in the ROW-PD Office (SSLGC) in Seguin as the Office of Permanent Record. Working files may be kept in the Provider's project administrative office, but documents generated or received by the Provider will be forwarded to the ROW-PD Office as they are generated or received by Provider.

2. Maintain records of all payments including, but not limited to, warrant number, amount, date paid, etc.
3. Maintain copies of all correspondence and contacts with property owners.

D. Negotiation Services

1. Provider shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform ROW-PD Office of methods to cure title deficiencies. This includes analysis of access easements.
2. Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as Abstractor's Fees) these costs will be reimbursed to the Provider as pass through costs.
3. Provider shall analyze appraisal reports when available and confirm SSLGC's approved value prior to making offer for each parcel.
4. Provider shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
5. Securing a Right of Entry (ROW) or Possession and Use Agreement (PUA) is part of general Negotiation Services. Provider shall explain and provide the opportunity for the property owner to agree to a ROE or a PUA.
6. Provider shall prepare all documents required or requested by SSLGC on forms pre-approved by SSLGC. (i.e.; the initial offer letter, memorandum of agreement, purchase contract, instruments of conveyance).
7. Provider must send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
8. Provider shall respond to property owner inquiries verbally and in writing within two (2) business days.
9. Provider shall prepare a separate negotiator contact report for each parcel, per contact.
10. The curative services necessary to provide a clear title to SSLGC are not the responsibility of the Provider.
11. Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to SSLGC. Incidental expenses

not paid to the Title Company will be reimbursed as pass through costs to the Provider.

12. Provider has direct contact with the Title Company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the Parcel Payment.
13. All original documents generated or received by the Provider must be delivered to SSLGC. Copies or working file documents may be kept by the Provider. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
14. Provider performs closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work shall be reviewed prior to the closing by mail and again prior to recording of the instrument.
15. Provider shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to SSLGC for acceptance by the Board prior to recording. The actual cost of recording fees will be reimbursed as a pass through cost against the Contract.
16. Provider shall advise property owners of the Settlement process, assist them with the preparation of a counter offer package, and shall transmit to SSLGC any written counter offer from property owners including applicable forms, supporting documentation and written comments with regard to Settlements.
17. Provider shall prepare the final offer letter, and mail the documents of conveyance by CMRRR.
18. Provider shall appear and provide Expert Witness testimony as required.

E. Relocation Assistance Services for Residential, Business, Personal Property, and, Mini Storage Units. Relocation Assistance Services can also be used for Outdoor Advertising Signs (billboards) if approved.

1. When, through no fault of the Provider, SSLGC directs the Provider to cease all contract services and terminate the Contract, Provider shall work with SSLGC to determine whether each relocation is to proceed or letters rescinding relocation benefits are to be sent.
2. When benefits are rescinded payment for the milestone currently being worked on will be payable in full upon submittal of the complete file to that point.
3. Complete files will include a copy of the letter rescinding benefits and all documentation and contact logs capturing communications with the displacee

and complete documentation for any claims payable up to the time the displacee is notified of their ineligibility for further relocation assistance.

4. If applicable and practical, Provider shall provide advance notice of the date and time of the initial meeting with the displacee with the Relocation Agent's inspection of the subject property.
5. Provider shall notify all approved displacees of eligibility for relocation assistance. At the time of initial contact, the Provider shall provide displacees that are approved by SSLGC, with a Relocation Assistance Packet consisting of the approved SSLGC forms.
6. Provider shall provide on-going relocation assistance and advisory services to displacees affected by the acquisition of right of way and shall deliver required forms to SSLGC that are signed by the displacee. On-going advisory services include monitoring the move and any necessary relocation activities taken by the displacee. Frequency and manner for monitoring the move must match the complexity of the relocation, however, the expectation is multiple in-person site visits, which is standard practice, and must be documented in the contact log portion of the required forms to be submitted at close out.
7. Provider shall locate, evaluate, and maintain files on comparable available housing as well as listings for non-residential properties, for the duration of the project. These files are subject to review by SSLGC as deemed necessary.
8. Provider shall compute and submit the request for relocation housing/rental supplement to SSLGC with supporting photos attached for each property.

Provider shall provide 90-day notice:

9. Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered.
10. The 90-day notice may not be delivered prior to a personal interview with the displacee, during which time the Relocation Agent determines the type, needs and eligibilities of the displacee, or before the issuance of the initial offer.
11. Provider shall provide 30-day notice to vacate once SSLGC has possession of the property. The displacee must be given a total of 90 days' notice prior to being required to vacate.
12. Provider shall immediately notify SSLGC if the displacee does not vacate the premises after 30-day notice expires.
13. Provider shall perform a decent, safe, and sanitary inspection of replacement housing.

Negotiated Self-Moves (for non-residential moves):

14. Request for Negotiated Self-Move shall be submitted on appropriate SSLGC forms and must include; (1) a move plan; (2) written inventory signed and dated by the displacee (or their representative) and the Relocation Agent; and (3) bids from commercial movers and supporting vendors.
15. Depending on the complexity of the move additional supporting documentation may be necessary.
16. For all Negotiated Self-Moves, Provider is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Provider and not the displacee. Moving estimates must be prepared in writing and in the name of SSLGC and not the Provider.
17. Provider must coordinate and monitor moves with displaced homeowners, business owners, tenants, and with moving companies.
18. Relocation Agent shall maintain relocation contact logs on appropriate forms journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all displacees' emails with date and time spent, must be captured in the Provider's relocation contact logs.
19. Relocation Agent must attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
20. Relocation Agent shall process and compute increased interest payments as required.
21. Relocation Agent will be available for any appeals and hearings.
22. Relocation Agent shall prepare all relocation payment claim submissions for all displacees.
23. Relocation Agent shall deliver warrants.
24. Provider will provide an executed form for the Certification of Eligibility with all displacee claims.
25. SSLGC must approve the timing and content of any notice to a displacee relating to the proceedings prior to the Provider sending the notice.

F. Condemnation Support Services (Pre-Hearing and Post-Hearing Support)

1. The Provider shall, upon receipt of a copy of the final offer, request an updated Title commitment for Eminent Domain from the Title Company.

2. Provider shall prepare, if applicable, Bisection, Drainage Easement, Denial of Access, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by SSLGC. Provider will send all forms and documents to SSLGC for condemnation.
3. Provider will take photographs of the interest to be acquired on the day the Award is deposited (or the day of a PUA closing) for relocation verification and date of take appraisal purposes. Provider shall notify the Appraiser of the date the deposit is going to be made so that the Appraiser may take date of take photographs as well.
4. Provider must appear as Expert Witness when requested.

G. Fee for Negotiation Service

1. Payment made on per parcel basis as specified by SSLGC and Provider in the Contract.
 - a. 25% payment milestone paid upon presentation of initial offer.
 - b. 45% payment milestone paid upon
 - i. presentation of acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant, OR
 - ii. 10% payment milestone paid upon presentation of final offer, and
 - c. 35% payment milestone paid upon executed PUA document with SSLGC concurrence.
 - d. 30% payment milestone paid upon attending closing by deed and the delivery of the completed parcel file with signed recorded deed and the Title Policy to SSLGC. In the event of a closing by mail, title work shall be reviewed prior to the closing by mail and again prior to the recording of the instrument.

H. Fee for Residential Relocation Assistance Service

1. Payment made on per displacee basis as specified by SSLGC and Provider in the Contract.
 - a. 40% payment milestone paid upon
 - i. Submitting completed forms signed by displacee to SSLGC;

- ii. Delivery of computation, submittal and approval of replacement housing supplement to SSLGC; and
 - iii. Submitting proof of providing 90-day notice to displacee after initial interview. Displacee may not receive a 90-day notice prior to an initial interview. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%.
- b. 30% payment milestone paid upon;
- i. Submitting memorandum to SSLGC reporting the actual date the displacee vacated parcel and includes detailed documentation (as directed by SSLGC) of the move. This presumes the replacement housing has been acquired and the move was monitored by the Provider.
- c. 30% payment milestone paid upon;
- ii. Transmittal of memorandum stating that all relocation assistance has been completed.
 - iii. Submittal of completed file with documents filed by date of activity. Completed file documents must contain; all contacts with the displacee, completed claim forms, copies of all payment submissions for relocation assistance, and signed form (in a checklist format, as directed and approved by SSLGC) by displacee verifying move is completed and all benefits have been explained to them.

I. Fee for Business Relocation Assistance Service

1. Payment made on per Displacee basis as specified by SSLGC and Provider in the Contract.
 - a. 25% payment milestone paid upon;
 - i. Submitting completed forms signed by Displacee; and,
 - ii. Providing 90-day notice to displacee. Displacee may not receive a 90-day notice prior to an initial interview. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%.

- b. 35% payment milestone paid upon;
 - i. Submitting memorandum reporting the actual date the displacee vacated parcel and includes detailed documentation of the move as directed by SSLGC. The move must have been monitored.
- c. 40% payment milestone paid upon;
 - i. Transmittal of memorandum stating that all relocation assistance has been completed, and
 - ii. Submittal of completed file with documents filed by date of activity. Completed file documents must contain all contacts with the displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by SSLGC) by the displacee verifying the move is completed and all benefits have been explained to them.

J. Fee for Personal Property and Storage Unit Relocation Assistance Service

- 1. Payment made on per Displacee basis as specified by SSLGC and Provider in the Contract.
 - a. 45% payment milestone paid upon;
 - i. Submitting completed forms signed by Displacee; and
 - ii. Providing 90-day notice to displacee. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%.
 - b. 55% payment milestone paid upon;
 - i. Transmittal of memorandum stating that all relocation assistance has been completed; and
 - ii. Submittal of completed file with documents filed by date of activity. Completed file documents must contain all contacts with the displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by SSLGC) by the displacee verifying the move is completed and all benefits have been explained to them.

K. Fee for Outdoor Advertising Sign Relocation Assistance Service (if approved)

1. Payment made on per Displacee basis as specified by SSLGC and Provider in the Contract.
 - a. 45% payment milestone paid upon;
 - i. Submitting completed forms signed by displacee; and
 - ii. Providing 90-day notice to displacee. Displacee may not receive a 90-day notice prior to an initial interview. If displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of 10%. If necessary, the Provider will obtain and submit moving estimate for pre-approval by SSLGC.
 - b. 55% payment milestone paid upon;
 - i. Transmittal of memorandum stating that all relocation assistance has been completed; and,
 - ii. Submittal of completed file with documents filed by date of activity. Completed file documents must contain all contacts with the displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by SSLGC) by the displacee verifying move is completed and all benefits have been explained to them.

L. Fee for Condemnation Support Services

1. Payment made on per parcel basis.
 - a. 100% payment milestone paid upon;
 - i. Receipt of the submission of a SSLGC approved condemnation forms with supporting documentation (the condemnation package) acceptable to ROW-PD.
 - ii. NOTE: The Provider may be instructed to begin the administrative preparation of the condemnation package after the initial offer letter is presented to the property owner. In all cases, to receive payment for this milestone, the Provider must complete and submit a condemnation package acceptable to SSLGC.

SERVICE REQUIREMENTS OF SSLGC: Services shall include, but are not limited to the following activities

1. Provide timely reviews and approval of submissions.
2. Provide or timely approve all necessary standard forms and brochures.
3. Process and issue all payments of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to SSLGC in accordance with applicable State law.
4. Initiate, coordinate, and administer environmental investigation surveys.
5. Pay direct cost charged by the Title Company for preliminary Title Commitments, update Title Commitments and title insurance for all parcels.
6. Pay direct cost of incidental expenses required to transfer real property to SSLGC, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments if not collected at closing or paid by another party.
7. SSLGC will not pay legal expenses incurred by the Provider.

PERFORMANCE MEASURES: As a performance based contract, all work performed will be evaluated in relation to the contracted scope of work and the timeliness of the deliverables.

SECTION 5
General Terms and Conditions

If selected, SSLGC and Provider will enter into the Contract. Standard general contract terms and conditions will be used.

SECTION 6
Qualifications, Experience, Performance and Capacity of the Company

EVALUATION CRITERIA FOR THE COMPANY: For the purposes of the Professional Qualifications, Experience and Performance, the work must have been provided for a Condemning Authority.

1. For this proposal, Professional Qualifications and Experience are considered to be services performed for Condemning Authorities in the following categories. See Sections 8 and 9.

Service 1	Negotiation/Acquisition Services
Service 2	Relocation Assistance Services
Service 3	Condemnation Support Services

2. As a performance based service, the past performance and capacity of a Provider are to be considered in the evaluation of this RFP.

SECTION 7
Additional Requirements and Information

ADDITIONAL REQUIREMENTS:

1. Provide a Project Management Plan in a narrative format that addresses the systematic management plan you will use to bring all of the parcels into constructive possession of SSLGC within the time period of the Contract. The plan must include;
 - i. Description of the scope of the project from your perspective including identification of risks and challenges.
 - ii. Description of the electronic project management tools your company will use.
 - iii. Example of the weekly production and parcel status reports you will use.
2. Provide two (2) references for acquisition projects on which you have worked in the past three (3) years.
3. If Provider is a Disadvantaged Business Entity please provide a copy of your certification(s).

ADDITIONAL INFORMATION:

1. If Provider wishes to propose services in addition to those listed herein, provide the description of the proposed additional services (excluding legal, title, survey and appraisal services), the benefits to SSLGC of including those services in the Contract, and the proposed costs of each specific service. This information is to be inserted after this Section 7.
2. If Provider is selected to proceed to interview with SSLGC, the proposed additional insurance requirements will be discussed and/or negotiated in the interview process:
 - i. Insurance satisfying the following requirements:
Commercial General Liability:
Personal injury and property damage –
\$1,000,000.00 combined single limit each occurrence and
\$1,000,000.00 aggregate
 - ii. Comprehensive Business Automobile Liability for all vehicles:
Bodily injury and property damage –
\$500,000.00 combined single limit each occurrence
 - iii. Excess Umbrella Liability:
\$1,000,000.00

SECTION 8
Qualifications and Experience for Negotiation Agents and
Condemnation Support Specialist

NEGOTIATION AGENTS AND CONDEMNATION SUPPORT SPECIALISTS–
QUALIFICATIONS AND EXPERIENCE:

1. For the purposes of this RFP, a professional credential in Negotiation/Acquisition Services is considered to be an active credential by a national or international organization which requires training, experience, capstone exam, and continuing educational units in the field of Negotiations/Acquisition. The professional credential must be active at the date of the response to the RFP and must remain active through the end of the contract period. Examples of professional credentialing for a Negotiation/Acquisition Agents are:
 - i. Senior Right of Way Agent (SR/WA) from the International Right of Way Association, or
 - ii. Uniform Act Certification (R/W-URAC) from the International Right of Way Association, or
 - iii. Right of Way Negotiation and Acquisition Certification (R/W-NAC) from the International Right of Way Association.
2. **EXPERIENCE VERIFICATION:** For the purposes of this RFP, an individual’s reporting of professional experience is self-certified by the individual and for the purposes of responding to this RFP, further support documentation is not required. SSLGC retains the right during the evaluation and if working under a contract, to request additional support documentation from the Provider or any of the individual team members regarding their qualifications, experience or performance.
3. **NEGOTIATION AGENT AND CONDEMNATION SUPPORT SPECILAIST – SELF CERTIFICATION**

Negotiation Agent Name: (first) _____ (last) _____
Primary Residence: (city) _____ (state) _____
Employment (employee of Prime Provider or Subcontractor): _____

Professional designation

Name of Sponsoring Entity: _____
Name of Credential: _____
Your Credential Number: _____
Expiration Date of Credential: _____

Self-Certification. My signature below certifies that all of my qualifications and experience listed in this Section are true and correct.

Signature: _____ Date: _____

Condemnation Support Specialist Name: (first)_____ (last)_____
Primary Residence: (city) _____(state) _____
Employment (employee of Prime Provider or Subcontractor): _____

Professional designation

Name of Sponsoring Entity: _____
Name of Credential: _____
Your Credential Number: _____
Expiration Date of Credential: _____

Self-Certification. My signature below certifies that all of my qualifications and experience listed in this Section are true and correct.

Signature: _____ Date: _____

SECTION 9
Qualifications and Experience for Relocation Agents

RELOCATION AGENTS – QUALIFICATIONS AND EXPERIENCE:

1. For the purposes of this RFP, a professional credential in Relocation Services is considered to be an active credential by a national or international organization which requires training, experience, capstone exam, and continuing educational units in the field of Relocations under the Uniform Act. The professional credential must be active at the date of the response to the RFP and must remain active through the end of the contract period. Examples of professional credentialing for a Relocation Agent are;
 - i. Senior Right of Way Agent (SR/WA) from the International Right of Way Association, or
 - ii. Uniform Act Certification (R/W-URAC) from the International Right of Way Association, or
 - iii. Relocation Assistance Certification (R/W-RAC) from the International Right of Way Association.
2. **EXPERIENCE VERIFICATION:** For the purposes of this RFP, an individual’s reporting of professional experience is self-certified by the individual and for the purposes of responding to this RFP, further support documentation is not required. SSLGC retains the right during the evaluation and if working under a contract, to request additional support documentation from the Provider or any of the individual team members regarding their qualifications, experience or performance.

3. **RELOCATION AGENT – SELF CERTIFICATION**

Relocation Agent Name: (first)_____ (last)_____

Primary Residence: (city) _____ (state) _____

Employment (employee of Prime Provider or Subcontractor): _____

Professional designation

Name of Sponsoring Entity: _____

Name of Credential: _____

Your Credential Number: _____

Expiration Date of Credential: _____

Self-Certification. My signature below certifies that all of my qualifications and experience listed in this Section are true and correct.

Signature: _____ Date: _____

SECTION 10

Proposed Fee Schedule

EVALUATION CRITERIA: Specific work tasks that can be assigned for a ROWAS Contract include: Negotiation Services, Condemnation Support Specialist Services and Relocation Assistance Services.

1. A cost is reasonable if in its nature and amount it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In responding to this RFP, you must insert your range of professional service fees for each specified discipline.
2. A professional service fee range is required as the degree of difficulty and time expended on each services discipline is dependent on a number of variables that cannot be determined at the time the RFP is submitted for evaluation. Examples are; project location, property uses, project time demands, availability of comparable sales and rental information, replacement housing.
3. If your company is awarded the Contract as the result of this RFP, and is offered the opportunity to execute the Contract, you will be given the opportunity to determine the degree of complexity for each service discipline on a parcel basis after you have reviewed a copy of the ROW map and driven each property on the project. You will then meet with SSLGC staff to determine the specific fee for each service discipline associated with each parcel.

COMPLETING THE PROPOSED FEE SCHEDULE:

1. All services are paid on a fee for service for completed milestones. No payments or partial payments for incomplete or unaccomplished milestones will be paid.
2. The Proposed Fee Schedules must be completed in an Excel© spreadsheet format. Place the proposed fee schedule behind this section of the completed RFP. The spreadsheet shall be titled “Attachment A – Proposed Fee Schedule”.
3. In addition to the hard copy of the Proposed Fee Schedule spreadsheet, you must submit a USB flash drive containing a duplicate of the completed Proposed Fee Schedules. The Proposed Fee Schedule on the USB flash drive must be produced in an unlocked Microsoft Excel© Format.
4. The USB flash drive must be labeled to show the name of your company and the title “Proposed Fee Schedule”. The USB flash drive must be affixed to the last and separate page behind this section of the completed RFP. The page containing the USB flash drive will be a plastic or paper sheet designed for USB flash drive presentation. Only one USB flash drive is required. Do not submit duplicate copies of the USB flash drive in other copies of the RFP.

5. This RFP is published pdf format. The RFP can be downloaded at either of the following two web sites:

The City of Seguin website at
<http://www.seguintexas.gov/sslgc/>

The City of Schertz website at
http://schertz.com/?page_id=841

SECTION 11
Execution of the Proposal

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL:

1. By signature hereon, the respondent certifies that:
2. All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.
3. He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of the Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.
4. Neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
5. Under Section 2155.004, Government Code, the Provider certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
6. Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the Execution of Proposal.
7. Respondent is in compliance with TGC, Title 6, Subtitle A, Section 669.001, relating to contracting with an executive of a state agency. If Section 669.001 applies, respondent shall provide the following information as an attachment to this response. The name of former executive, name of state agency, date of separation from state agency, position with respondent and, date of employment with respondent.
8. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

9. Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

Respondent (Company Name): _____

Name (Printed): _____ Signature (blue ink) _____
(With authorized signature authority)

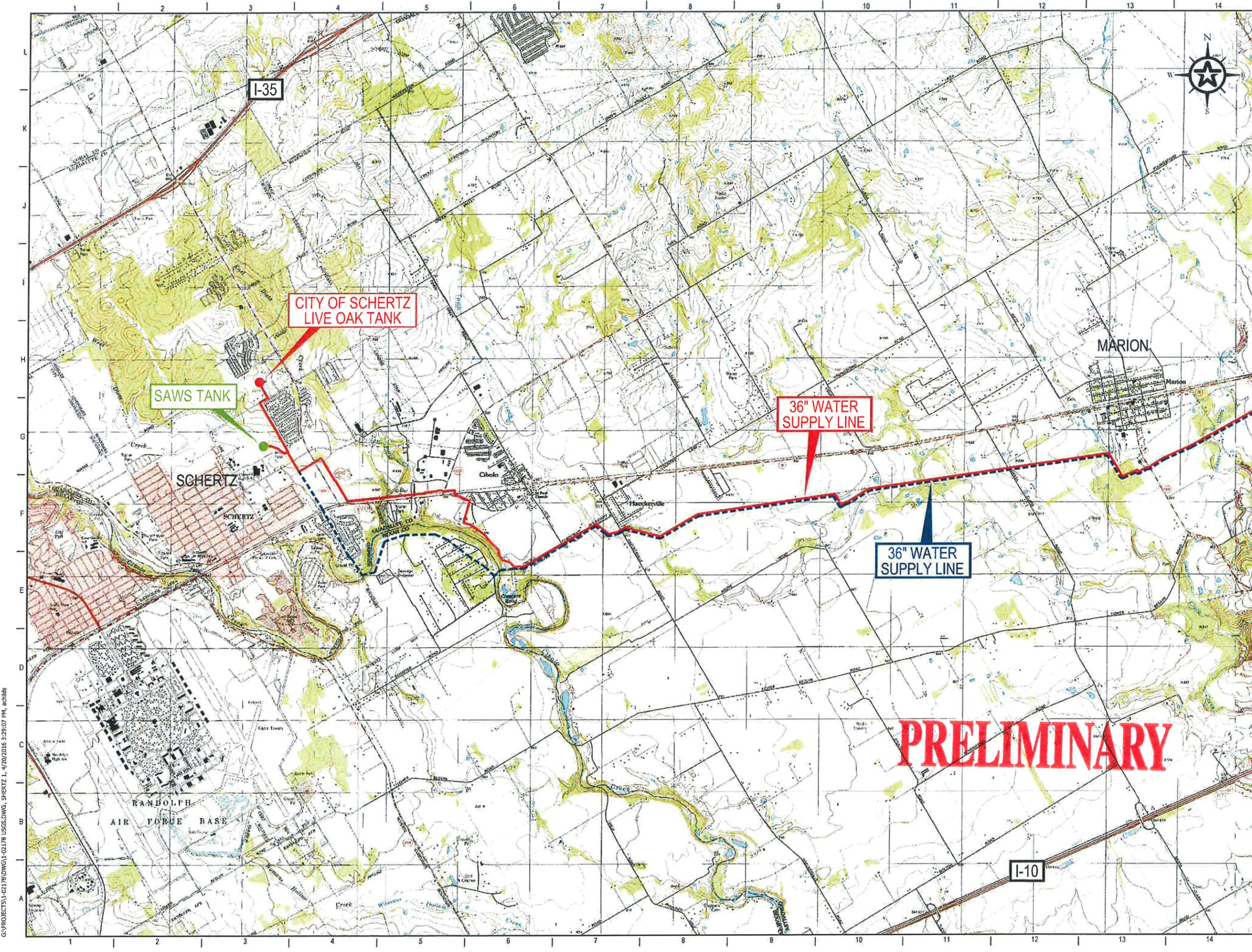
Title: _____ Date: _____

Street: _____

City/State/Zip Code: _____

Primary Telephone: _____ Facsimile: _____

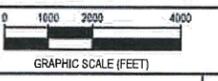
Email Address: _____ Fed. Employer Identification No. _____



KEY NOTES

- PROP. 36"
- EX. 36"

TWDB SWIFT
APPLICATION
SECTION: D8



REV.	DESCRIPTION	DATE



Schertz Seguin Local
Government Corporation

PARALLEL 36"

PER

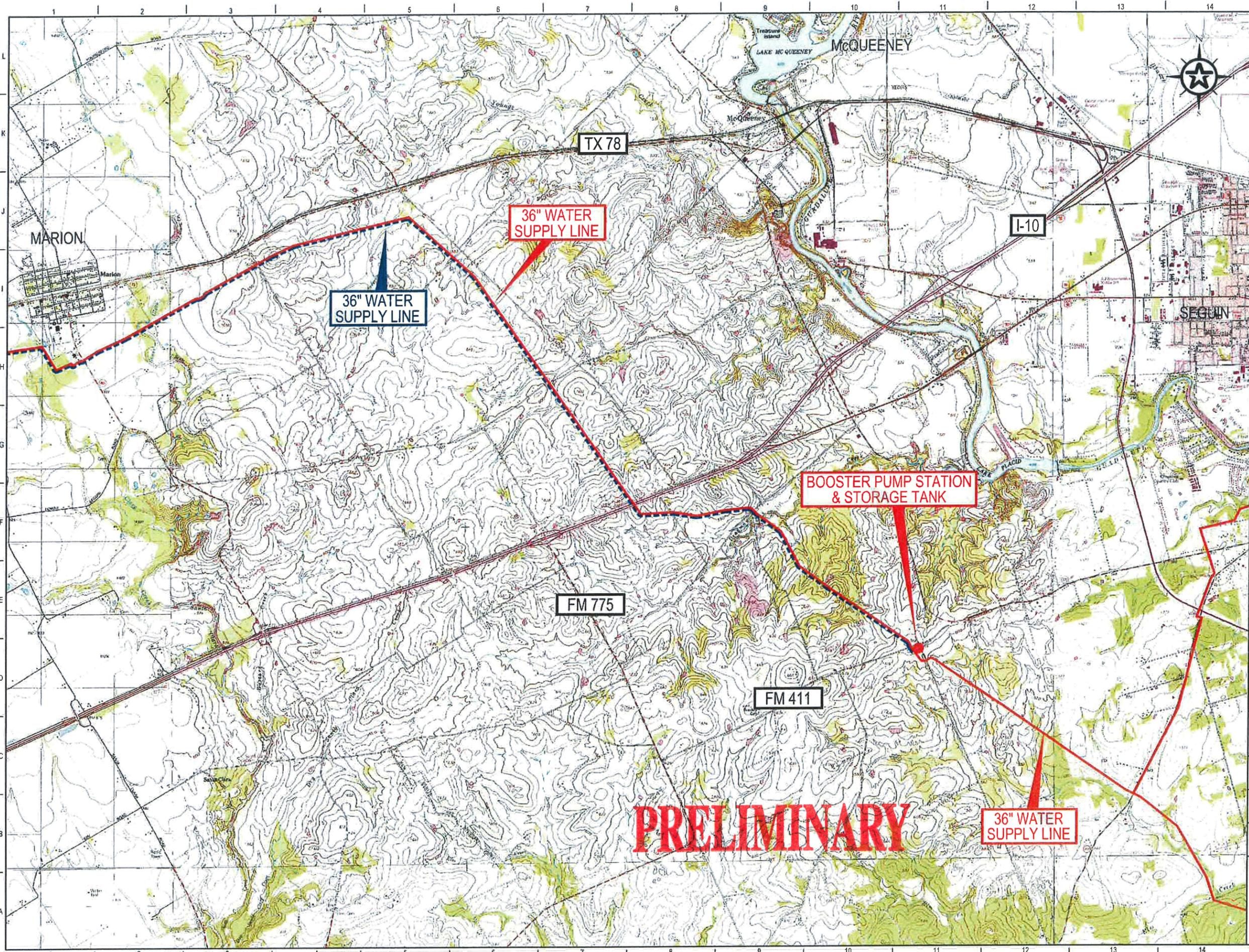
PRELIMINARY
FOR REVIEW ONLY

THIS DOCUMENT IS
RELEASED FOR THE PURPOSE
OF INTERIM REVIEW UNDER
THE AUTHORITY OF
PROFESSIONAL ENGINEER
JOHN F. MANKLER
#65524
ON THE DATE SHOWN ON THE
DATE STAMP, IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.

DESIGNED	JFW
CHECKED	JFW
APPROVED	ARC
DATE	JFW
DRAWING NO.	1

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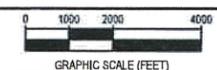
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KEY NOTES

- PROP. 36"
- EX. 36"

TWDB SWIFT APPLICATION SECTION: D8



REV.	DESCRIPTION	DATE

Walker Partners
engineers * surveyors
T.S.P.E. Registration No. 6202

Schertz Seguin Local
Government Corporation

PARALLEL 36"

PER

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DESIGNED:	JFW
DRAWN:	JFW
CHECKED:	ARC
DATE:	JFW
DRAWING NO.	2

PRELIMINARY