



City of Brownsville  
Purchasing/Contracting Department

## **Request for Statements of Qualifications for Real Estate Acquisitions Services**

SOQ #: REA-36-0610

SOQ's will be received until: May 21, 2010  
at 4:00 P.M.

Statement of Qualifications

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**Real Estate Acquisition Services**

**City of Brownsville Purchasing / Contracting Department**

**INVITATION**

**\* B/P/Q (Bid/Proposal/Qualifications)**

<u>Description</u>	<u>NUMBER</u>	<u>Due Date</u>
Request for Statements of Qualifications for Real Estate Acquisition Services	*Q REA-36-0610	May 21, 2010 4:00 p.m.

Sealed, bids/proposals/qualifications will be received by the City of Brownsville, at the Office of Roberto C. Luna, Jr., Purchasing Director, located at City Hall, 1001 E. Elizabeth Street, 1<sup>st</sup> Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6081, e-mail: [purchasing@cob.us](mailto:purchasing@cob.us).

Copies of the bid/proposal/qualifications documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing/Contracting Department.

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of the Purchasing/Contracting Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://purchasing.cob.us/openbids.asp>.

**Roberto C. Luna, Jr.**  
Purchasing Director

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**Request for Letters of Professional Qualifications**

Qualified firms interested in responding to this Request for Submittal of Professional Qualifications should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification.

**Request for Statements of Qualifications  
for Real Estate Acquisitions Services  
ACKNOWLEDGMENT OF RECEIPT**

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Roberto C. Luna, Jr., Purchasing Director  
Purchasing/Contracting Department  
City of Brownsville  
1001 E. Elizabeth St., 1st Floor, Suite 101, P.O. Box 911  
Brownsville, Texas 78520  
Phone: (956) 548-6081 - Fax: (956) 546-2711  
E-mail: [purchasing@cob.us](mailto:purchasing@cob.us)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

e-mail: \_\_\_\_\_

\_\_\_\_\_ YES, Our company does have an interest in responding.

\_\_\_\_\_ NO, Our company does not have an interest in responding.

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE:** Your Company must be registered with the City of Brownsville Purchasing Department in order to participate.

Please take a moment to register or update your registration on our new form at the following web site address: <http://purchasing.cob.us/>

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**NOTICE TO RESPONDENTS**

**PLEASE RETURN THIS SECTION UPON RECEIPT**

**General Instructions**

**SECTION 1.**

**GENERAL**

**1.1 INTRODUCTION**

The City of Brownsville is seeking statements of qualifications from real estate firm or right-of-way agent interested in performing easement for the placement of a sewer line

**1.2 ISSUING OFFICE**

This SOQ is being issued by the City of Brownsville. The issuing agent is Mr. Roberto C. Luna, Jr., the City's Purchasing Director.

**1.3 PERTINENT DATES**

SOQ Due Date: Responses to this Request for Qualifications must be received by the Purchasing/Contracting Department by 4:00 p.m. Friday, May 21, 2010.

**1.4 INQUIRIES**

All inquiries regarding this SOQ must be submitted by e-mail or letter with confirmation by 2 P.M. no later than one week prior to the due date noted in Section 1.3, and be addressed to:

Roberto C. Luna, Jr., Purchasing/Contracting Director  
City of Brownsville Purchasing/Contracting Department  
1001 E. Elizabeth, 1<sup>st</sup> Floor, Suite 101  
Brownsville, TX 78520  
(956) 548-6087  
email: [purchasing@cob.us](mailto:purchasing@cob.us)

The City of Brownsville Purchasing Director will respond in writing to all written inquiries submitted within the specific time frame.

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1.5 INCURRING COST

The City of Brownsville will not be held responsible for any costs or expenses incurred by the consultant firm in preparation and production of an SOQ.

1.6 REJECTION OF SOQ

The City reserves the right to reject responses to this Request for Proposals submitted hereunder for any reason.

Proposer must remain in full compliance with Article 5, Administrative Provisions, Sub-Section 4, Qualifications of the City of Brownsville City Charter:

“The mayor, commissioners, and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased.”

For more information please review the full text at: [http://citysecretary.cob.us/article\\_v.asp](http://citysecretary.cob.us/article_v.asp).

1.7 ADDENDA TO SOQ

Amendments to this SOQ may be necessary prior to the closing date and will be furnished by e-mail and/or Fax to all prospective respondents. Failure to acknowledge receipt of addenda in accordance with the instruction contained in the addenda may result in a proposal not being considered.

**The following form shall be completed and included in the proposal.**

Failure to acknowledge receipt of all addenda may cause the submittal (SOQ) to be considered **non-responsive** to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Company/Firm's Name

Authorized representative: \_\_\_\_\_

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### 1.8 PROPRIETARY INFORMATION

The City of Brownsville is committed to full compliance with the Freedom of Information Act. The City of Brownsville retains the right to disclose the name of any or all consultants, their proposals, and any other information that is pertinent to the selection of the consultant firm. It is the responsibility of consultants to exclude proprietary information, trade secrets or other information, the public disclosure of which would cause harm to the consultant.

### 1.9 PRIMARY QUALIFICATIONS

The consultant firm must acknowledge that they will be fully responsible for the activities that occur in connection with this engagement regardless of political parties, districts, Committees or Subcommittees, or individuals contacted or lobbied in connection with this engagement. The successful firm must commit to at all times represent the City of Brownsville with decorum and integrity.

The consultant firm must have successful experience in the acquisition of property using funds from the U.S. Department of Housing and Urban Development and the Texas Water Development Board.

### 1.10 KEY PERSONNEL

Consultation firms responding to this SOQ must clearly explain and identify, in detail, the services they provide and identify the qualifications of the individuals involved in those services.

All key personnel must be identified in a project organization chart. The key personnel identified on the organization chart must provide a resume indicating the experience of that person in the consultant field.

### 1.11 AVAILABILITY OF FUNDS

Any contract to be awarded to a qualified consultant firm to represent Brownsville is contingent upon the availability of funds to the City of Brownsville. In the event funds are not available, a contract will not be awarded.

### 1.12 AMBIGUITY IN THE REQUEST FOR PROPOSALS

Prior to submitting the SOQ, the consultant firm shall be required to bring to the City's attention any ambiguities discovered herein. Claims for clarification made less than one week prior to the submission date, as indicated in Section 1.3, or after the date of the submission will not be entertained.

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In the event of any ambiguity between the City's SOQ and the Consultant's proposal, then whatever shall be more favorable to the City of Brownsville as determined by the City shall prevail and take precedence.

### 1.13 PROJECT SCHEDULE

The consultant firm, if awarded a contract for provision of services, must indicate their ability to undertake the scope of services as further defined in Section 2.0, within 5 days of receiving the official notice to proceed. The city requires that this work be completed by July 31, 2010.

## SECTION 2. SCOPE OF WORK

Services are needed for acquisition of 42 to 50 easements for a 20' easements for sewer line. The selected vendor will provide review appraisals, title reports and negotiation and closing services. The work shall be performed in accordance with State and Federal guidelines.

### 1. Negotiation Services

- a. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- b. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- c. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents requested by City on applicable forms.
- d. Contact each property owner or owners designated representative to present the written offer in person where practical, and deliver appraisal report and required brochures.
- e. Maintain negotiator contact reports and secure the necessary instruments upon acceptance of the offer for closing.
- f. Maintain parcel files with original documentation
- g. Advise property owner on the administrative settlement process. Transmit to City any written counter offer including any supporting documentation and ROW provider recommendation.
- h. Attend City Commission meetings and Executive Session meetings regarding administrative settlement recommendations.
- i. Prepare final offer letter, documents of conveyance as necessary

### 2. Closing Services

- a. Coordinate with City and Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting Parcel Payment from City.
- b. The Contractor shall attend closings.
- c. The Contractor shall obtain recorded copy of all original instruments.

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d. The Contractor shall obtain copy of title insurance documents.

### 3. Condemnation Support Services

- a. Upon receipt of a copy of the final offer, request an updated title commitment for Director from the title company.
- b. Prepare a packet containing each of the following documents: Commitment, Negotiators Reports, Appraisal Acknowledgment, sign and sealed property description with plat, a Final Offer Letter, and any correspondence from the land owner or representatives along with one copy of the appraisal report. Submit packet to Planning and Community Development Director.

## SECTION 3.

### INTRODUCTIONS

The City of Brownsville requests that all responding consultant firms follow the guidelines below:

#### 3.1 CONTENT AND FORMAT

Each copy of the submission shall contain the following sections:

- |           |  |
|-----------|--|
| Section 1 | A Letter of Interest                                 |
| Section 2 | Technical Response/Corporate Experience and Capacity |
| Section 3 | Committed Staff and Project Organization             |
| Section 4 | References   |

To be considered, **One (1) original (marked original), nine (9) copies, and one (1) electronic version (Acrobat PDF format -one file only)** of the SOQ are to be submitted at same address indicated in section 1.3 & 1.4 above by no later than 4:00 P.M. Friday, May 21, 2010.

Statements of Qualifications (SOQ) received after the time and date specified will not be considered. SOQ must be signed by a duly authorized official of the Firm's/Contractor's organization. **SOQ received after the time and date specified will not be considered.**

Should firms interested in submitting SOQ have questions regarding the required services, the contents of SOQ, the selection or any other requirements, these questions should be directed to Roberto C. Luna, Jr., Purchasing and Contracting Director (956) 548-6081 or in writing to:

City of Brownsville  
Purchasing Department  
Roberto C. Luna Jr., Purchasing Director  
City Hall 1001 E. Elizabeth St., 1<sup>st</sup> Floor, Suite 101  
Brownsville, Texas 78522-0911 - P.O. Box 911  
Phone: (956) 548-6081 Fax: (956)546-2711

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e-mail: [purchasing@cob.us](mailto:purchasing@cob.us)

Each page of the SOQ must be numbered consecutively from the beginning of the SOQ through all appended material.

### 3.2 LETTER OF INTEREST

The cover letter must specify the following:

- The name and address of the consultant
- The name, title, e-mail address and telephone number of the individual whom the City of Brownsville should contact regarding questions, and clarifications.
- Expression of Interest Statement
- Certification that the firm will meet the primary qualifications identified in Section 1.9 of this SOQ.

### 3.3 TECHNICAL RESPONSE FORMAT/CORPORATE EXPERIENCE AND CAPACITY

The consultant firm shall include detailed information regarding previous projects, similar in nature and complexity to that required by the City of Brownsville, where consultant services were performed successfully.

The consultant firm shall provide a list of evidence that their work has been successfully utilized on work of similar scope to that reflected in this SOQ. The list is not limited, but must include the following:

- Project name/type
- Type of state outcome required
- Person in the consultant firm responsible
- Activities undertaken
- Results achieved
- Time frame for achieving results

### 3.4 COMMITTED STAFF AND PROJECT ORGANIZATION

**Project Management Plan and Organization:** The consultant firm shall submit an organization chart including all key personnel who will be responsible for implementing services to the City of Brownsville.

**Project Manager and Technical Staff Skills and Experience:** A detailed resume must be included for each individual that will be assigned or committed to working with the City of Brownsville. Resumes should

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highlight similar projects the individual has worked on and approximately when the work was performed.

### 3.5 REFERENCES

The consultant firm must indicate which projects listed in Section 3.3 the City may call for references, and include contact information.

## SECTION 4.

### EVALUATION AND SELECTION

#### 4.1 EVALUATION METHODOLOGY

Documents submitted in response to this SOQ will be evaluated by the Selection Committee. This committee will be comprised of technically qualified personnel from various City of Brownsville departments who will rank the responses up to the maximum of 100 points as follows:

- UNDERSTANDING THE WORK TO BE PERFORMED Negotiation skills, . (45 points)
- Closing Services Project experience will be evaluated based upon presented successfully completed projects and the timeframes required to obtain those results. Capacity will be evaluated based on the total realistic resources capable of being utilized to represent the City of Brownsville in order to obtain results. (30 points)
- PROJECT ORGANIZATION, COMMITTEE TECHNICAL STAFF AND PROJECT MANAGEMENT Proposed consultant firms shall be evaluated based upon organizational relevancy to work assignments, clarity of responsibilities, qualifications of managerial personnel and on past experience of the implementation team. (25 points)

#### 4.2 SELECTION

Each consultant firm will be evaluated in accordance with the Section 4.1 of this SOQ by the Selection Committee. Submissions will not be publicly opened. Evaluation and selection will be kept strictly confidential throughout the process.

Information on submitted qualifications will not be provided to any consultant firm about any of the qualifications of other consultant firms submitting responses to this SOQ.

The Selection Committee reserves the right to verify all of the information submitted as a part of this SOQ. The Selection Committee reserves the right to request personal/telephone interviews to clarify

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information presented. The selection committee will select the firm that is determined to be the most competent and compatible to do the work.

Once the selection is made, the firm will be invited to submit a formal cost proposal to the evaluation committee. Upon evaluation of the proposal, the firm may be requested to negotiate with City staff to obtain a final working agreement. This agreement will be taken before the City of Brownsville City Commission for consideration and action to award a contract.

### SECTION 5.

#### CONTRACT AGREEMENT

The contract between the successful firm and the City of Brownsville will be for specific activities and specifying a maximum lump-sum dollar amount for the purchase of 40 to 50 easements along U.S. Highway 281. The easements will be 20' wide by the width of the individual parcel. The selected firm should be prepared to negotiate a contract for a **lump sum with a maximum stated amount.**

The selected consultant will be required to agree to and sign a formal written contract agreement between the City of Brownsville and the consultant, prepared by the attorney of the City of Brownsville.

The selected consultant will be required to deliver an insurance certificate in amounts and terms acceptable to the City of Brownsville prior to the signing of a formal contract. The "Provision for Required Insurance Consultation Services" and a sample Certificate of Insurance are attached as Attachment A.

### SECTION 6

#### TERMINATION

Following implementation, should the Planning and Community Development Director find that the firm has failed in any material respect to perform its agreed upon obligation under the agreement; the agreement shall be canceled by the City as being in the best interest of the City of Brownsville. In the event of termination of this agreement as a result of a breach by the contractor hereunder, the City shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement hereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

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### SECTION 7

#### AUDITS

The City of Brownsville reserves the right to audit the vendor for Certificate of Occupancy, books and records relating to the performance of this contract. The City of Brownsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

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**Evaluation Criteria Score Sheet**

<b>Name:</b>	<b>Max. Points</b>	
<p>1. <u>UNDERSTANDING THE WORK TO BE PERFORMED</u> Evaluation will be based upon the consultant firm's understanding of the work required to successfully represent Brownsville and the demonstrated understanding of the City of Brownsville's problems and potential solutions which can be facilitated by Legislative activity. (45 points)</p>	<b>30</b>	_____
<p>2. <u>CORPORATE PROJECT EXPERIENCE AND CAPACITY</u> Project experience will be evaluated based upon presented successfully completed projects and the timeframes required to obtain those results. Capacity will be evaluated based on the total realistic resources capable of being utilized to meet the city's schedule of July 31, 2010 to successfully obtain the necessary easements. (30 points)</p>	<b>40</b>	_____
<p>3. <u>PROJECT ORGANIZATION, COMMITTEE TECHNICAL STAFF AND PROJECT MANAGEMENT</u> Proposed consultant firms shall be evaluated based upon organizational relevancy to work assignments, clarity of responsibilities, qualifications of managerial personnel and on past experience of the implementation team. (25 points)</p>	<b>30</b>	_____
<b>TOTAL POINTS</b>	<b>100</b>	_____
<p><b>Comments:</b></p>		

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### **Restrictions on Lobbying Activity**

#### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

#### **B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation**

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

#### **C. False Statements**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

#### **D. Use of False Identification**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

#### **E. Improper Influence**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

#### **F. Improper Representation**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

1 City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.

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### **Disclosures and Requirements for City Vendors/Contractors**

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

#### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

#### **B. The City's Discretionary Contracts Disclosure Form**

When seeking a discretionary<sup>1[2]</sup> city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions<sup>2[3]</sup> totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

<sup>2</sup> "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.

<sup>3</sup> Political contributions include both campaign and officeholder contributions.

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### **C. Chapter 176 of the Local Government Code**

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed "conflict of interest questionnaire" with the Office of the City Secretary within seven (7) days after the person:

- 1) begins contract discussions or negotiations; or
- 2) submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

### **D. Political Contribution Prohibition**

Any person or company official acting as a legal signatory for a proposed "high-profile" city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of "high-profile" is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

4. "High-Profile"- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.

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**AUTHORIZED CONTACT FORM:**

This \*IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Director or Assistant Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

\* *IFB – Invitation for Bids*

*RFP – Request for Proposals*

*SOQ – Statements of Qualifications*

**DISCLOSURE OF INTERESTS**

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City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

Date \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**FIRM** is: 1. Corporation ( )      2. Partnership ( ) 3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee

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CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

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### DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

PLEASE FILL IN THE INFORMATION REQUIRED AND SUBMIT TO:

THE CITY OF BROWNSVILLE  
PURCHASING DEPARTMENT  
P. O. BOX 911  
BROWNSVILLE, TEXAS 78520

Statement of Qualifications

REA-36-0610



**Real Estate Acquisition Services**

**CITY OF BROWNSVILLE  
STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other respondent, and that the contents of this "S.O.Q." as to services, terms or conditions of said "S.O.Q." have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this "S.O.Q.".

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

Respondent  
(Signature) \_\_\_\_\_

Respondent  
(Print Name) \_\_\_\_\_

Position  
with Company \_\_\_\_\_

Signature of Company  
Official Authorizing This  
Bid \_\_\_\_\_

Company Official  
(Print Name) \_\_\_\_\_

Official  
Position \_\_\_\_\_

**Note: This form must be filled in and submitted with the response.**

# Statement of Qualifications

REA-36-0610



## Real Estate Acquisition Services

### Attachment A

## **City of Brownsville Provision for Required Insurance Consultation Services**

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, professional liability and workers' compensation insurance during the term of this Agreement in amounts determined to be sufficient by the City.

The commercial general liability insurance policies shall contain a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Brownsville and its officers, agents and employees as additional insured. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations, which shall be maintained for a period of not less than three years following completion of the work under the Agreement, in addition to personal injury and advertising liability, and broad form property insurance.

The Consultant shall also maintain commercial automobile liability insurance, subject to a minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The City of Brownsville and its employees, agents, and officers shall be designated as additional insured.

The Consultant shall maintain professional liability insurance, which covers the services to be provided pursuant to the contract between the City of Brownsville and the "Consultant". The minimum limit of liability shall be \$1,000,000 per claim and \$1,000,000 in the aggregate. The aggregate shall apply separately to each project on which the Consultant is working.

The Consultant further agrees to maintain at its own expense workers' compensation and employer's liability insurance, which insure all employees of the Consultant. The workers' compensation insurance shall comply with all workers' compensation laws and regulations in the state of Connecticut. The employer's liability insurance shall contain limits of liability of not less than \$100,000 for each accident, disease each employee and disease policy limit.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the City of Brownsville in the event of cancellation, termination or material change to any policy terms and conditions.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement and shall provide that in the event of cancellation or non-renewal, the

Statement of Qualifications

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**Real Estate Acquisition Services**

discovery period for insurance claims (Tail Coverage) shall be available for at least sixty (60) months following termination of the services under the Agreement or termination of the Agreement, whichever is later.

The Consultant agrees to waive any right of claim against the City of Brownsville, and their employees, agents, and officers for any losses, damages and expenses arising out of the services in the Agreement between the City of Brownsville and the Consultant. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Brownsville and its employees, agents and officers.

The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City of Brownsville. The Consultant agrees to provide the City of Brownsville with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the City deems appropriate, prior to commencement of services under this Agreement and throughout the full term of this Agreement upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of Corporation Counsel and the Chief Administrative Officer or his/her designee.

The insurance maintained by the Consultant shall not serve to limit in any way the liability of the Consultant arising out of the services to be provided under this Agreement.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_