

7A

SEVEN ARROWS
LAND STAFF

RFQ 8460

Acquisition and Relocation Services

RESPONSE FROM:

Nikki Costanza
817.675.9482
nikkic@7arrowsland.com

Matt Friendshuh
432.266.3080
mattf@7arrowsland.com

777 Main Street, Suite 600
Fort Worth, TX 76102

7arrowsland.com

RESPONSE TO:



City of Denton
Christina Dormady, Buyer
901-B Texas Street
Denton, TX 76209
940.349.7100

Christina.dormady@cityofdenton.com

cityofdenton.com

Delivered via IONWAVE before February 14, 2024



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Cover Letter

February 12, 2024

Christina Dormady, Buyer

City of Denton

901-B Texas Street

Denton, TX 76209

940.349.7100

Christina.dormady@cityofdenton.com

Dear Ms. Dormady:

Thank you for the invitation and opportunity to submit our bid and proposal for RFQ 8460 – Acquisition and Relocation Services. Seven Arrows Land Staff, LLC (7Arrows) has provided comprehensive services for infrastructure projects through program management, right of way, easement and real estate acquisition services and construction support for 13 years.

We understand that the City of Denton (the City) is sourcing firms to be pre-approved vendors of acquisition and relocation services, and that these firms must have the capability, capacity, and proven excellence for providing these services. 7Arrows is that company. We routinely exceed our municipal clients' expectations while providing innovative methodologies to resolve their challenges. We are confident in our ability to provide value and high-quality deliverables to the City of Denton to complete your projects on time and within budget. 7Arrows unmatched capabilities include:

A proven track record of managing land acquisition projects in an efficient and concise manner. Most recently, Nikki Costanza, Managing Partner, has facilitated the acquisition of over 600 easements and 15 in-fee parcels for the City of Denton's Electrical Capital Improvement project within a 5-year period. Additionally, 7Arrows has recently managed projects and purchased land rights for numerous municipalities and other government agencies such as the City of Sherman, City of Fort Worth, City of Mesquite, North Texas Municipal Water District, Trinity River Authority, and Texas Department of Transportation.

Project management approach – Land acquisition and relocation for the projects we manage have been completed on time and within budget rarely reaching eminent domain proceedings. This is best accomplished through the implementation of a dual-path approach wherein all necessary statutory requirements are met while concurrently pursuing settlement through negotiations. 7Arrows' aggressive approach to identifying long lead parcels and prioritizing land

rights acquisition on those parcels keeps projects on pace and in compliance with client-set schedules.

Dedicated team members – 7Arrows has local agents in North Texas who have experience working with municipalities and will utilize those team members to acquire land rights for your projects. We are committed to excellence and professionalism, at all levels; it is our philosophy that our staff is an extension of the City when interfacing with staff, consultants and of course, stakeholders.

7Arrows is excited about the opportunity to submit this proposal and assures you of our commitment to professional service and representation of the City. Our regular office hours are 8:00am to 5:00pm, and we are available by email and text after hours when essential. We have many bilingual team members to provide translation services, and notaries as well. Our team desires to serve as an extension of your staff to broaden bandwidth and provide property acquisition and relocation services, appraisals, and public involvement coordination.

With the authority to bind and our sincere regards,



2/12/2024

Nicole (Nikki) Costanza, Managing Partner
777 Main Street, Suite 600
Fort Worth, TX 76102
817-675-9482
nikkic@7arrowsland.com

Date

Statement of Qualification

At 7Arrows Land Staff, our objective is to provide resources to help our clients expand their bandwidth in all disciplines pertaining to land rights. For 13 years, we've been supplying the following services to government entities throughout Texas:

- Appraisal
- Construction Support
- Database Coordination
- Document Preparation
- Engineering Support
- GIS Mapping
- Negotiation and Acquisition
- Permitting
- Public Involvement
- Relocation
- Route Development
- Survey Coordination
- Title Research and Curative

Our services include route and site selection, title work including curative, due diligence, permitting, negotiations, acquisitions, relocation assistance, appraisals, damage settlements, database coordination, document preparation, and records management.

These services include every detail of acquiring real property interests needed for infrastructure projects such as water and wastewater pipelines, electrical systems, roads, bridges, airports, water and wastewater facilities, and other improvements. We are experienced in acquiring permanent easements, temporary work easements, access easements, fee title acquisition, permits, and other rights as needed. All services are tailored according to client specifications and individual project requirements.

With a local and principal office in Fort Worth, 13-years old 7Arrows Land Staff, LLC is a certified Disadvantaged Business Enterprise (DBE), Women's Owned Business (WBE), Small Business Enterprise (SBE) & Texas Historically Underutilized Business (HUB):

- NCTRCA WBE # WFWB12535Y0724
- NCTRCA DBE #WFDB02245Y0824
- SCTRCA WBE/SBE #223126408

7Arrow's Focus and Experience

7Arrows focuses on serving government agencies, including municipalities, counties, utility companies, co-ops and water district entities who desire a professional land service company to come alongside staff to broaden their bandwidth for the completion of minor or major infrastructure projects in a short period of time. 7Arrows' land agents have successfully completed multiple water, wastewater, road, and electric projects, acquiring land rights for projects throughout the State of Texas.

One of 7Arrows' strongest attributes is collaborating with the client to determine priorities at the beginning of a project and then managing all aspects of land acquisition to provide a turnkey product. Our experience includes route development support, public involvement, project administration, file management, title curative and closing, coordination of survey and appraisal, negotiation, acquisition, permitting, relocation, along with condemnation support and property disposal services.

Our efficiency and responsiveness accounts for clients repeatedly engaging us in the management of land acquisition projects. Often the land acquisition component of projects we handle are completed on schedule and under budget. Our commitment to the completion of a project does not end until construction is complete, and the project is in service. References from current and previous clients attest to our responsiveness and the excellent value our services provide to our client.

7Arrow History and Background Information

7Arrows Land Staff, LLC was established in 2011 as a limited liability company within the state of Texas with the objective of providing right of way, easement, and real estate acquisition services. 7Arrows has worked as a key, value-adding partner for our clients on multiple land, easement and right of way projects and has completed several thousand transactions.

We currently have offices in Austin, Bryan, Fort Worth, San Antonio and Temple, Texas. The local office for City of Denton will be our Fort Worth office. 7Arrows has 22 employees with members from 2 to 30 years of experience in the industry, with many joining our team with years of experience obtained working either directly with other government agencies or other land companies.

7Arrow Policies, Systems, Technical Capabilities, and Processes

7Arrows ensures all agent negotiations comply with Senate Bill 18 and House Bill 2730 regulations to ensure a dual path approach for the most effective acquisition results. We institute superior internal record management systems with consistency across all parcels allowing for seamless data transmission to our clients.

We value the importance of in-person interactions with property owners and seek to build a relationship with them early in the project to serve as a single point of contact throughout the life of a project. Agents are expected to return any requests from property owners within three days, and every interaction with a property owner or their representative is documented internally with the date, time, and summary of the interaction. An agent will typically handle ~30 parcels at any given time, to allow for detailed tracking and follow-up throughout the acquisition process.

7Arrows technical capabilities include project management and parcel status tracking through Smartsheet. We have integrated ArcGIS maps with Smartsheet status reports to provide a web-based dashboard (only shared with appropriate users) to provide the most current acquisition status and key milestones at your fingertips.

These client dashboards are completely customizable, and we seek to have full transparency of the land acquisition process to keep our client's projects on schedule. Team members will have access to an interactive web-based GIS map showing parcel status in real time. A mapping system showing all parcels will be color coded to reflect the status of each parcel for an easily digestible visual representation of the project's acquisition status.

Specific Programs, Policies, or Procedures

7Arrows recommends engagement of property owners during the design phase of a project, if possible. This allows for the identification of potential long lead items that should be addressed early to avoid acquisition delays once the design is finalized. 7Arrows staff has been extremely successful in keeping projects on schedule by collaborating with clients and their engineering firms to identify parcels and/or property owners that will need special attention throughout the project. As a means of effectively completing projects on time and in budget the Project Manager will evaluate as follows:

- Identification of best overall route (if not predetermined by City Staff)
- Ownership Research/Stakeholder Identification
- Identify parcels with long lead times
- Provide Landowner Bill of Rights and Obtain Right of Entry from stakeholders
- Request Survey Exhibits and Appraisals to be performed on parcels, when necessary
- Order Title Commitments from title company of City's choice
- Clear title issues/obtain subordinations/perform curative work
- Review draft appraisals and title commitments upon receipt
- Produce all documents necessary for acquisition (i.e. – Notice of Intent/Landowner Bill of Rights Letter, Initial Offer Letter, Final Offer Letter, Memorandum of Agreement, Warranty Deed and/or Easement)
- Send out Initial Offer Letters by Certified Mail/engage in negotiations
- Send out Final Offer Letters by Certified Mail (when necessary)
- Enter into Memorandums of Understanding/Purchase Agreement with Stakeholders
- Provide documents for Eminent Domain proceedings to City or designated attorney (when necessary)
- Attend Closings at title company/deliver closing documents to City for execution
- Ensure recorded documents and title insurance is delivered to City

Upon assignment of project(s), 7Arrows will begin negotiations, both through traditional acquisition strategies and a dual path to track for condemnation. Land agents will be assigned to meet client set deadlines based on number of parcels and anticipated difficulty of acquisition. As needed, 7Arrows will allocate additional land agents to the projects requiring extra resources ensuring all parcels are acquired by the deadlines set forth by the City. Should agents encounter a difficult situation, the 7Arrows Project Manager will schedule a meeting with the landowner/stakeholder intervening on behalf of the City. This proven method keeps projects running in a timely manner.

It would be advantageous to the city to allow the 7Arrows Project Manager to facilitate the assignment and manage the coordination of appraisal company responsibilities to create a streamlined process for right of way acquisition. Our past success in managing multiple projects simultaneously for a single entity demonstrates the advantage of assigning this task to our Project Manager. Analyzation of projects and parcels in various stages of acquisition will provide the best and most efficient approach to land acquisition for this initiative. 7Arrows understands the need to identify which phase of acquisition each parcel is in and then proceed according to City of Denton procedures adhering to Senate Bill 18 regulations and House Bill 2730 requirements.

To complete all acquisitions within the time parameter provided by the City of Denton, 7Arrows will work closely and directly with the city team, engineering, survey, and appraisers so that delays can be prevented or overcome. Nicole Costanza, the designated Primary Contact/Program Manager, will serve as the key point person to coordinate all services needed for land acquisition. Our online client files give you up to date status information at your fingertips 24/7.

Quality deliverables are accomplished through an internal standard review process wherein a team comprised of land agents and document specialists work from a checklist to prepare documents and review them, with an additional document specialist or agent performing a final review to guarantee all correspondence is accurate and meet Senate Bill 18 regulations and House Bill 2730 requirements.

References

We have attached the reference letters as Attachment 5. Following are snapshots of projects:


REFERENCE 1

Project Name	NW/SW Transmission Line
Agency Name	City of Sherman
Department Name	Engineering
Contact Person Name, Title	Clint Philpott, PE, Assistant City Manager
Email Address	clintp@cityofsherman.com
Telephone Number	903-892-7203
Mailing Address	220 W. Mulberry Street, Sherman TX 75090
Project Description	36-inch water pipeline with associated appurtenances that will serve both the northwestern and southwestern sections of the City.
Project Amount	\$6.3M - land cost
Project Start/Finish Dates	5/22 - 12/23


REFERENCE 2

Project Name	15-Inch Wilbarger Interceptor/Sorento Interceptor/Main Street/Secondary Colorado Water Line/GEC Road Bond Program
Agency Name	City of Pflugerville
Department Name	Engineering
Contact Person Name, Title	Abby Morrison, Public Works Services Director
Email Address	abym@pflugerville.tx.gov
Telephone Number	512-990-6406
Mailing Address	15500 Sun Light Near Way, Pflugerville TX 78660
Project Description	Multiple projects including road, water and wastewater land rights. 7Arrows is responsible for

	the negotiation and acquisition of all rights needed by the City of Pflugerville.
Project Amount	\$
Project Start/Finish Dates	10/19 - Current



REFERENCE 3	
Project Name	Walker Calloway Sanitary Sewer Project, Phase 2 & Phase 3
Agency Name	Trinity River Authority
Department Name	Real Estate
Contact Person Name, Title	Michelle Harlan. SR/WA, Senior Real Estate Specialist
Email Address	harlanm@trinityra.org
Telephone Number	817.493-5178
Mailing Address	P.O. Box 60, Arlington, TX 76004
Project Description	Trinity River Authority of Texas (Authority), a conservation and reclamation district of the State of Texas, is preparing to rehabilitate approximately 2,000 linear feet of pipeline in the Walker-Calloway Branch Outfall Trunk Sewer System, which delivers wastewater from North Richland Hills and Hurst to the Fort Worth wastewater system for further transportation and treatment.
Project Amount	\$
Project Start/Finish Dates	5/2019 - 7/2023

Experience Log

Project Name/Type	Total Parcels	Date Work Completed	Type of Property	General Location	Client	Condemning Authority
CIP – 138kv Electric System Upgrade	403	Ongoing	Residential Commercial Vacant	Denton, TX	City of Denton/ Denton Municipal Electric	City of Denton
FM2181 Road Widening	32	September 2020	Residential Commercial Vacant	Denton, Texas	City of Denton	City of Denton
Kelly Lane Phase 2	25	September 2023	Residential Commercial	Pflugerville, TX	City of Pflugerville	City of Pflugerville
Walker Calloway Phase 2 & 3	26	April 2023	Residential Commercial	Arlington, TX	Trinity River Authority	Trinity River Authority
Texas Avenue, Phase 3	59	November 2023	Residential Commercial Vacant	Bryan, TX	Bryan Texas Utilities	City of Bryan
South College, Phase 3 Overhead to Underground Conversion	50	February 2022	Residential Commercial Vacant	Bryan, Texas	City of Bryan/Bryan Texas Utilities	City of Bryan/Bryan Texas Utilities

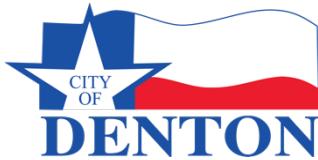
Relevant Project Experience

7Arrows Land Staff has extensive experience performing and coordinating the acquisition of land rights for our clients; with a meaningful history working with government agencies. Our team is well versed in prioritizing the needs of our clients and easily adjusts to fulfill client preferences for overall project management. We are experienced in managing projects ranging from 1 to 500 parcels and provide the same level of expertise and commitment to each negotiation.



Trinity River Authority: Walker-Calloway Branch Outfall Trunk Sewer System, Phase 2 and 3; Bear Creek Lift Station and Force Main; TM-1; RBC Phase 1 & Phase 2 - 7Arrows has provided services to Trinity River Authority on multiple projects over the past 5 years. Services for these water & wastewater projects include project management,

obtaining Right of Entry, appraisal coordination, survey coordination, title and title curative, negotiation, closing and condemnation support.



City of Denton: FM 2181 Utility Relocation Project; Denton Municipal Electric Capital Improvement Program - Provided services to the City of Denton for acquisition of easements required by TxDOT for the expansion of FM 2181. Reviewed routes with TxDOT, City of Denton, engineering firm and survey group to develop most viable route for the movement of existing water, sewer and electric lines which was impacted by the expansion of FM 2181. 7Arrows was responsible for acquiring land rights on over 35 parcels. 7Arrows is the sole firm providing public involvement, program management, appraisal, negotiation and acquisition services for the electric CIP project for the City of Denton, completing over 600 easements and 12 fee simple transactions.



North Texas Municipal Water District: Forney Mustang Creek; NTD Texoma to Leonard Pipeline Project - Currently proving services which include project coordination, negotiation, acquisition, title research & coordination, appraisals and appraisal review services. 7Arrows also provides condemnation support for tracts potentially being taken by the eminent domain process as necessary.



City of Cleburne: Hulen Park Area Sewer Improvements; Industrial Blvd. Sewer Improvements; Neighborhood Street Rebuild - Currently providing support for appraisal coordination, survey coordination, title and title curative, negotiation, closing and condemnation support for multiple projects within the City of Cleburne.



City of Fort Worth: WJ Boaz Road - Road widening project requiring support for public involvement meetings; route development, right of entry, appraisal and appraisal review, negotiation, acquisition and condemnation support.



City of Mesquite: Crandell Project - 7Arrows is underway to provide support for a Utility project including new easement and temporary construction easement acquisition. Services will include

public involvement meetings; route development, right of entry, appraisal and appraisal review, negotiation, acquisition and condemnation support.



City of Keller: Alta Vista Pipeline Project/Keller & Hicks Road Expansion - Acquired Right of Way and Easements for a Water Main projects within the City of Keller. Services included project coordination, appraisals, title curative, negotiation and closing services.

Fee Schedule

Right of Way/Relocation Services	
Milestone Payment Schedule Example for RD Wells Project	
MILESTONE FEES:	Commercial
ROW/Land Basic Services:	
Introductory Letter	\$ 350.00
Title Work Request/Review	\$ 800.00
Right of Entry	\$ 750.00
Initial Offer Letter	\$ 700.00
Final Offer Letter	\$ 700.00
Signed Agreement	\$ 1,500.00
Completed Closing	\$ 1,500.00
Meetings/Consultant	\$ 1,000.00
Condemnation Package	\$ 1,500.00
Total Acquisition - 1 Parcel	\$ 7,300.00
Relocation Support Services:	Business
Submittal of Moving Plan/Proof of Providing Benefits	\$ 3,400.00
Submittal of Memo to DME reporting actual date Displacee Vacated Property	\$ 2,550.00
Submittal of Completed File ot DME with Documents filed by date of Activity	\$ 2,550.00
Total Relocation	\$ 8,500.00
Hourly Fees:	
Real Estate Project Management	\$ 225.00
Sr. ROW Specialist	\$175.00
Right of Way Agent Support	\$ 125.00
Appraisal Staff Prep and Testimony for Condemnation	\$ 300.00

IDs, Certifications, Licenses and NAICS Numbers

Duns Number: 02-893-2600

Tax ID Number (EIN): 45-3699343

DBE (Disadvantage Business Enterprise) North Central Texas Regional Certification Agency (NCTRCA): WFDB02245Y0824

Texas HUB Certification : 1453699343000

TINS (Texas Identification Number System)/Texas Comptroller's Taxpayer: 32045448001

Secretary of State Certificate (SOS Certificate of Fact) – Texas: 801500160

City of Austin (Texas) WBE: V00000935865

Houston Metropolitan Transit Authority SBE: 3075

Texas Real Estate Broker License (Texas Real Estate Commission) TREC: 9005075

Easement or Right-of-Way Certificate of Registration (Texas Real Estate Commission) TREC 6177

NAICS Codes

531210 Offices of Real Estate Agents and Brokers

531390 Other Activities Related to Real Estate

541191 Title Abstract and Settlement Offices/Title search companies, real estate

541611 Administrative Management and General Management Consulting Services

Affirmations and Attachments

Affirmations

7Arrows Land Staff, LLC acknowledges and affirms, in their entirety:

- City of Denton_RFQ 8460 Acquisition and Relocation Services
- 8460 Acquisition and Relocation Services SOW
- Acquisition Transaction CHECKLIST_section B 2_L
- 8460 Addendum 1 Acquisition and Relocation Services
- Fee Schedule Example Appendix J-1
- Insurance Requirements Acquisition and Relocation Services – 8460
- Public Question & Answer
- Real Estate Acquisition and Relocation Experience Log (1)
- Reference Letter Sample

Attachments

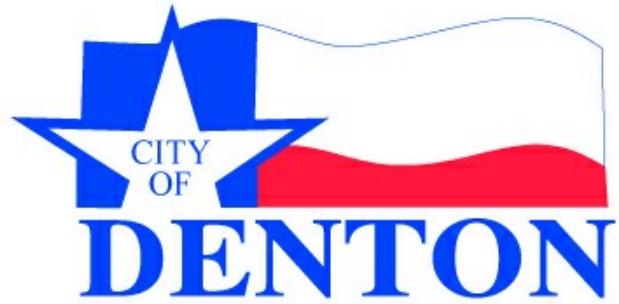
Attachment 1 – Bid Invitation Executed

Attachment 2 – 7Arrows Team Licenses

Attachment 3 – Substitute W9

Attachment 4 – Secretary of State Certificate

Attachment 5 – Reference Letters



8460 Addendum 1

Acquisition and Relocation Services

Issue Date: 1/26/2024

Questions Deadline: 2/5/2024 05:00 PM (CT)

Response Deadline: 2/14/2024 01:00 PM (CT)

Denton - Purchasing

Contact Information

Contact: Christina Dormady

Address: Buyer

901-B Texas Street

Denton, TX 76209

Phone: (940) 349-7100

Email: Christina.dormady@cityofdenton.com

Event Information

Number: 8460 Addendum 1
Title: Acquisition and Relocation Services
Type: Request for Qualifications
Issue Date: 1/26/2024
Question Deadline: 2/5/2024 05:00 PM (CT)
Response Deadline: 2/14/2024 01:00 PM (CT)
Notes:

The City highly recommends that respondents do not wait until minutes before the due date and time to submit proposal.

The submittal process may take significant time.

Submissions accepted via IONWAVE or hard copy ONLY (no emails).

Questions must be submissions by deadline via IONWAVE only (no emails/no phone calls)

The City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing goods or services of this solicitation. The responses shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

A firm may submit a solicitation response for one or more of the categories of product or services requested in this solicitation.

Ship To Information

Address: 901B Texas Street
Denton, TX 76209

Billing Information

Contact: City of Denton
Address: Accounts Payable
215 E McKinney St
Denton, TX 76201-4299

Bid Attachments

8460 Acquisition and Relocation Services SOW .pdf

[Download](#)

Scope of Work

Insurance Requirements Acquisition and Relocation Services - 8460.pdf

[Download](#)

Insurance Requirements

Standard Professional Services Agreement - no insurance.docx

[Download](#)

Sample Contract

Reference Letter Sample.pdf

Reference Letter Sample

[Download](#)

Real Estate Acquisition and Relocation Experience Log.pdf

Experience Log Sample

[Download](#)

Fee Schedule Example Appendix J-1.pdf

J-1 Appendix

[Download](#)

Acquisition Transaction CHECKLIST_section B 2_L.pdf

Acquisition Checklist

[Download](#)

Conflict_of_Interest_Questionnaire.docx

Conflict of Interest Questionnaire

[Download](#)

Substitute_W-9_Form_10.18.18.pdf

Substitute W-9 Form

[Download](#)

1295 Form Instructions.pdf

1295 Form Instructions

[Download](#)

Requested Attachments

Proposal

(Attachment required)

Executive summary explaining the understanding of the RFQ and proposers' means and approach to accomplish the requirements of the RFQ. Be sure to include the reference letters, experience log, fee schedule, and acquisition checklist as a part of your complete proposal. These are required documents.

Sample Acquisition

(Attachment required)

Sample Acquistion (use Section J Fee schedule from scope of work and Appendix J-1)

Invoice example

(Attachment required)

Please attach an example of your invoice based on the City requirements in Attribute 5

Key Personnel Form

(Attachment required)

The submittal shall include at a minimum the information requested in Attribute 4 Offeror's Key Personnel section

Secretary of State Certificate

(Attachment required)

To do business with the City of Denton you are required to be registered at the State of Texas, please attach proof of registration. If your company is exempt, please attach your Exemption Certificate.

Conflict of Interest Questionnaire

(Attachment required)

The individual or business must disclose any business relationship that would have an effect, of a conflict of interest. Please attach a signed copy of the conflict of interest questionnaire.

Bid Attributes

1 SECTION 1

General Information

2 Contract Term

It is the intention of the City of Denton to award a contract for a three (3) year period.

The Contract shall commence upon the issuance of a Notice of Award/Issuance of Purchase Order by the City of Denton. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3 Pricing

This contract is for professional services and price shall not be solicited. The City will select a firm on the basis of demonstrated competence and qualifications to perform the services described in this RFQ. Once the most qualified firm is selected, a fair and reasonable price will be set. The professional fees under this contract may not exceed any maximum provided by law.

Compensation will be negotiated with the most highly qualified and experienced firm. Professional services will include the Professional's schedule of document preparation costs, as well as hourly rates. Upon completion of the work, the Professional will provide electronic files, plots, maps, exhibits, field notes, and/or other materials as requested by the City.

Payment will be made upon receipt and acceptance of deliverables as negotiated.

Accepted negotiated prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the city or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

4 Statement of Qualification

Sealed qualifications will be accepted in accordance with the minimum qualifications detailed in section 3. The Consultant shall file all documents necessary to support its qualifications and include them in the submittal. Please include at a minimum the following:

- A maximum three (3) page narrative as to the firm's interest, particular abilities and qualifications related to this project.
- The location of your office where the majority of the work on the project will be performed and the approximate number of employees in that office.
- Resumes of key personnel to be assigned to this project with an organizational chart.
- A list and general description of each project that the above-mentioned staff has performed that would indicate your firm's ability to perform the work being considered. At least five (5) project examples should be included. The list of specific projects shall indicate the professional services necessary to accomplish the project, along with your client's name and phone number.

Invoices

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. **Invoices shall be itemized and transportation charges, if any, shall be listed separately.** A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

A sample invoice must be submitted with this solicitation

Acknowledge

(Required: Check if applicable)

Submittal Instructions

The City of Denton will accept electronic in Ionwave or hard copy submittals until the date and time on the cover sheet of this solicitation. Any submission received after the date and/or hour set for solicitation opening will be returned unopened. **The City will not allow late submissions due to technical difficulties.** Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for technical difficulties that may result in the submission arriving after the set time.

Hard copy submissions may be hand delivered (by firm or express courier) to the address listed below:

City of Denton
 Materials Management
 SOLICITATION NUMBER AND NAME
 901B Texas Street
 Denton, TX 76209

The City of Denton reserves the right to accept or reject in part or in whole any submission, and to waive technicalities of the submission, in the best interest of obtaining best value for the City.

Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the submission arriving after the set time.

HARD COPY SUBMISSION FORMAT

Respondents shall provide detailed information to allow the City to properly evaluate the submission. The City requests the following format be used:

1. Hard copy submissions shall be bound only utilizing a staple or binder clip. Do not submit responses in a binder or file folder.
2. Submission shall be no more than 200 pages in length.
3. Utilize tabs to identify exhibits and attachments.
4. Hard Copy Submittals shall include one (1) original signed by an officer authorized to bind the firm.
5. Submit response, before the published due date. Hard copy submittals must be in a sealed envelope with the solicitation number and name.
6. The submission shall include the following:
 - Completed Bid Invitation
 - Pricing Sheet
 - Safety Record (if applicable form will be attached)
 - Conflict of Interest Questionnaire
 - Appendices may be used for additional documentation or clarification at the respondent's option
 - USB flash drive with all submittal documents

Evaluation Procedures

Selection of a firm(s) to provide the aforementioned materials and services shall be in accordance with the City of Denton Purchasing Policies and procedures. The City of Denton shall open all submissions and evaluate each respondent in accordance to the below criteria:

Step 1: The City of Denton will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Denton, reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

Experience and Qualifications; Key Personnel and Team Availability

Land Right Deliverables

(1) Real Property Acquisition File Management Controls (40 Possible Points)

(a) Communication/Notifications/File Management/Controls/Acquisition Processes/Negotiation/Closing Transactions

(2) Experience/References/Credentialing Information (5 Possible Points)

(a) Reference Letters/Texas Real Estate Licenses/Industry Designations

(3) Eminent Domain (10 Possible Points)

(a) Applicant has a minimum of three (3) years of active support in Eminent Domain Actions/Processes

Relocation Services File Management Controls

(1) Proof of ability to adhere to URA Guidelines in the Timeline (30 Possible Points)

(a) Residential and/or Commercial Relocation/Communication/Notifications/Relocation Advisory Services/Relocation Timelines

(2) Relocation Staff Designations/Certifications (5 Possible Points)

(a) Industry Designations/Certifications/Training

Overall Ability to Meet Schedules (Land Right Deliverables and Relocation Services)

Reference/Evaluation Letter(s) (5 Possible Points)

(1) Letters of evaluation from a previous client within the past 3 years.

Overall Accuracy/Organization/Neatness – Legibility (5 Possible Points)

(1) Legibility of Submittal

The total possible score of the submissions shall be scored and weighted as indicated above. Based on the outcome of the computations performed, each submission will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each submission for completion of the final scoring process.

Step 2: The City of Denton will proceed to negotiate a contract with the highest ranked firm. The City may elect to conduct oral discussions, request clarifications, and presentations concerning the project approach and ability to furnish the requirements, as part of the negotiation process.

Provided the City of Denton cannot successfully contract with the highest ranked firm, the City of Denton shall formally, and in writing, end all negotiations with that firm and the City of Denton may elect to proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end, in accordance with Texas State Law.

Step 3: A written recommendation will be presented to the appropriate approving authority for the City of Denton (the City Manager, Public Utility Board, City Council) requesting authorization to proceed with contract execution for the proposed services.

In accordance with Texas State Law, trade secrets and confidential information in competitive sealed proposals are not open for public inspection. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations. A public opening will not be conducted with this process.

After the contract has been awarded all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Denton Materials Management staff to document the request for a debriefing. A meeting with the City of Denton Materials Management Staff and the using Division will be scheduled within a reasonable time.

8

Protests

Any interested party who is aggrieved in connection with a solicitation or award of a contract may protest per the City of Denton policy located here on page 54 - [Procurement Policy](#)

9 **Section 2****Business Overview Questionnaire****10** **Firm's Legal Name**

7Arrows Land Staff, LLC

(Required: Maximum 1000 characters allowed)

11 **Address Line 1**

777 Main Street

(Required: Maximum 1000 characters allowed)

12 **Address Line 2**

Suite 600

(Optional: Maximum 1000 characters allowed)

13 **City**

Fort Worth

(Optional: Maximum 1000 characters allowed)

14 **State**

Texas

(Required: Maximum 1000 characters allowed)

15 **Zip Code**

76102

(Required: Maximum 15 characters allowed)

16 **Agent Authorized to sign contract**

The agents name and email who is authorized to sign the contract.

Nicole (Nikki Costanza), Managing Partner

(Required: Maximum 1000 characters allowed)

1 7	<p>Subsidiary of: n/a</p> <p>(Optional: Maximum 1000 characters allowed)</p>
1 8	<p>Organization Class</p> <p><input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Association</p> <p>(Required: Check only one)</p>
1 9	<p>Tax Payer ID 45-3699343</p> <p>(Required: Maximum 1000 characters allowed)</p>
2 0	<p>Date Established</p> <p>01 / 01 / 2011</p> <p>(Required)</p>
2 1	<p>Historically Underutilized Business</p> <p><input type="checkbox"/> Yes, We are a registered HUB. NO</p> <p>(Optional: Check if applicable)</p>
2 2	<p>Please provide a detailed listing of all products and/or services that your company provides.</p> <p>Route Development. Public Involvement. CCN Abstracting. Title Research & Curative. Negotiation. Acquisition. Permitting. Relocation. Appraisal. Document Preparation. GIS Mapping. Survey Coordination. Database Coordination. Engineering Support. Construction Support. Greenfield Support. Brownfield Support.</p> <p>(Required: Maximum 4000 characters allowed)</p>
2 3	<p>Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name?</p> <p>If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.)</p> <p>NO</p> <p>(Optional: Maximum 4000 characters allowed)</p>

**2
4** Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

NO

(Optional: Maximum 4000 characters allowed)

**2
5** Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

NO

(Optional: Maximum 4000 characters allowed)

**2
6** Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 General Industry Standards and/or 29 CFR 1926 General Construction Standards as they apply to your Company customary activities?

<https://www.osha.gov/laws-regulations/standardnumber/1926>

(Optional: Maximum 4000 characters allowed)

**2
7** Resident/Non-Resident Bidder Determination

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders state. In order to make this determination, please provide the name, address and phone number of:

- Responding firms principle place of business
- Company's majority owner principal place of business
- Ultimate Parent Company's principle place of business

We are a resident bidder

777 Main Street, Suite 600

Fort Worth, TX 76102

(Optional: Maximum 4000 characters allowed)

**2
8**

Prohibition on Contracts with Companies Boycotting Israel

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts and provide documentation that make it exempt from the boycott certification in its Response.

Exemption criteria includes the following:

1. Company is a sole proprietorship;
2. Company employs less than 10 full-time employees;
3. Value of the contract is less than \$100,000

“Boycott Israel” is defined to mean 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. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Sole proprietorship Employs less than 10 Full time employees

Value of the contract is less than \$100,000 Does not Boycott Israel

(Required: Check only one)

**2
9**

Section 3 Minimum Qualifications

**3
0**

Three (3) years experience providing similar products or services

Yes No (Please Select) 13 Years

(Required: Check only one)

**3
1**

Reference 1 - Government/Company Name

Person who you have done business with in the past.

[See page 8 of the proposal and reference letters as attachment 6](#)

(Required: Maximum 1000 characters allowed)

**3
2**

Reference 1 - Phone

Enter phone number.

(____) ____ - ____ ext: _____

(Required)

**3
3**

Reference 1 - Contact Person & Title

(Required: Maximum 1000 characters allowed)

**3
4**

Reference 1 - Email Address

(Required: Email address)

3
5

Reference 1 - Scope of Work

(Required: Maximum 1000 characters allowed)

3
6

Reference 1 - Contract Period

(Required: Maximum 1000 characters allowed)

3
7

Reference 2 - Government/Company Name

Person who you have done business with in the past.

[See page 8 of the proposal and reference letters as attachment 6](#)

(Required: Maximum 1000 characters allowed)

3
8

Reference 2 - Phone

Enter phone number.

() - ext:

(Required)

3
9

Reference 2 - Contact Person & Title

(Required: Maximum 1000 characters allowed)

4
0

Reference 2 - Email Address

(Required: Email address)

4
1

Reference 2 - Scope of Work

(Required: Maximum 1000 characters allowed)

4
2

Reference 2 - Contract Period

(Required: Maximum 1000 characters allowed)

4
3

Reference 3 - Government/Company Name

Person who you have done business with in the past.

~~See proposal page ##~~

See page 8 of the proposal and reference letters as attachment 6

(Required: Maximum 1000 characters allowed)

4
4

Reference 3 - Phone

Enter phone number.

(____) ____ - ____

(Required)

4
5

Reference 3 - Contact Person & Title

(Required: Maximum 1000 characters allowed)

4
6

Reference 3 - Email Address

(Required: Email address)

4
7

Reference 3 - Scope of Work

(Required: Maximum 1000 characters allowed)

4
8

Reference 3 - Contract Period

(Required: Maximum 1000 characters allowed)

4
9

Registered with the State of Texas

The responding individual or business must be registered in the State of Texas, or the County of Denton, to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contact.

To learn how to obtain information about filing with the State of Texas, or obtaining copies or certificates from the Secretary of State visit Webpage: <https://www.sos.state.tx.us/corp/copies.shtml>; Phone 512-463-5578; or email: corpcert@sos.state.tx.us

5
0

Authorized Manufacturer

Authorized manufacturer or distributor authorized by the manufacturer for products identified in the Technical Specifications to sell to the City of Denton, Texas. Attach documentation such as a letter from the manufacturer or a line card.

**5
1 Section 4****Terms and Conditions****5
2 General Provisions****1. SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as a meaning that the only best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2. RESPONDENTS COST TO DEVELOP SUBMITTAL

Respondents to this solicitation are responsible for all costs of submittal preparation, delivery and any oral presentations required as part of the selection process. All materials submitted in response to the solicitation become property of the City of Denton and will be returned only at the option of the City.

3. MINIMUM RESPONSE

Submittals that do not, at a minimum, contain the required response attachments will be subject to disqualification at the sole discretion of the City of Denton. If any firm submitting a proposal is a corporation, it must be registered to conduct business in the State of Texas. Proof of this registration must be included as part of the submittal.

4. VALIDITY PERIOD

The information included in the solicitation response(s), and any cost information obtained from a negotiation process, remain valid for 120 days from the response due date or until the contract is approved by the governing body.

**5. REJECTION OF SUBMITTAL ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED
WITHIN SECTION III, SHALL BE REJECTED. THE CITY SHALL REJECT RESPONSES SUBMITTED BY FIRMS
THAT DO NOT MEET MINIMUM QUALIFICATIONS.**

The City of Denton reserves the right to reject any and all submittals received in response to the solicitation and to waive any minor technicalities or irregularities as determined to be in the best interest of the City.

6. PROPRIETARY INFORMATION

If a respondent does not desire proprietary information in the submission to be disclosed, the respondent shall identify all proprietary information in the submission. This identification will be accomplished by individually marking each page or line item detail with the words "Proprietary Information". If the respondent fails to identify proprietary information, the respondent agrees that by submission of its response, that those sections shall be deemed non-proprietary and made available upon public request. Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of all submissions. Respondent shall consider the implications of the Texas Public Information Act, particularly after the solicitation process has ceased and the contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Denton, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

7. NON-ENDORSEMENT

If a submission is accepted, the successful respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Denton's endorsement of the successful respondent's services.

8. ASSIGNMENT

The successful contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Manager.

9. UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, respondent contact regarding this solicitation with members of the evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, or authorized City of Denton purchasing staff, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seeking to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation.

10. DISQUALIFICATIONS

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on a solicitation and may result in disqualification. Any submissions that do not clearly outline all qualifications may be disqualified.

11. INTELLECTUALLY PROPERTY INDEMNIFICATION

The contractor will indemnify, defend and hold harmless the City of Denton, and its authorized users, against any action or claim brought against the City of Denton, or its authorized users that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the City of Denton or its authorized users, in a judgment or settlement. If the City of Denton or its authorized users' utilization of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the City of Denton, or its authorized users, the Contractor shall, at its sole expense:

- (1) procure for City of Denton or its authorized users, the right to continue using such software under the terms of this Contract; or
- (2) replace or modify the software so that it is non-infringing.

12. RIGHTS TO DATA, DOCUMENTS, AND COMPUTER SOFTWARE (GOVERNMENTAL ENTITY OWNERSHIP)

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Denton and all such materials shall be delivered to the City by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

13. PATENT RIGHTS

The contractor agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyrights on goods supplied.

14. AWARD

The City reserves the right to award a contract or contracts to various respondents by line item, section(s), or by entire proposal; whichever is most advantageous, or provides the "best value" to the City, unless denied by the respondent. Additional approvals could be required if outside funding is used.

15. CONTRACTS

The successful awarded vendor(s) will be required to sign an original contract. A sample contract is attached.

16. INSURANCE

The City requires standard insurance for services performed on site. The successful awarded vendor will be required to provide a certificate of insurance as outlined in the contract.

17. CHANGES DURING CONTRACT TERM

The awarded contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the products must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the solicitation number in the subject line, for review. Products/Services found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the contractor's expense.

18. ADDING NEW PRODUCTS OR SERVICES TO THE CONTRACT AFTER AWARD

Following the Contract award, additional services or products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor (s) to provide a proposal on the additional services and shall submit proposals to the City of Denton as instructed. All prices are subject to negotiation with a Best and Final Offer ("BAFO"). The City of Denton may accept or reject any or all pricing proposals, and may issue a separate solicitation for the services/products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the statement of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Local Government Code 252.048

19. SAFETY AND ENVIRONMENTAL HAZARDS

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards (including premises and special defects) may exist at the City's facilities. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing no later than 30 days after contract award and prior to initiation of service delivery on the property. This will be accomplished by the Contractor conducting an environmental assessment and an occupational health, and safety inspection of the service bay or field service areas by competent, qualified and appropriately licensed practitioners. The costs of these inspections and any subsequent corrective action will be negotiated between the City and the Contractor.

All contractors to the City of Denton are required to ensure absolute safety standards are applied and enforced. The City of Denton will not be responsible for individual contractor safety, and the awarded contractor shall not hold the City of Denton responsible. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

20. CONTRACTOR STANDARDS OF PERFORMANCE

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the solicitation to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

21. ANTICIPATED PROBLEMS AND PROPOSED SOLUTIONS

Respondent shall offer written observations, based upon previous experiences in public projects of this magnitude, addressing any anticipated problems and offer proposed solutions to those problems.

22. ADDITIONAL GENERAL REQUIREMENTS

- A. Prior to commencement of the services, the City and selected individual or business will conduct an initial meeting to review the overall scope, schedule, deliverables and planning process to implement a successful program.
- B. The awarded Contractor shall provide to the City of Denton, detailed reports of time and services provided to the City on a monthly basis.
- C. Staff available to assist the selected provider is limited; the proposals submitted should not anticipate extensive staff assistance during equipment repairs or maintenance.

23. PAYMENT AND PERFORMANCE REQUIREMENTS

- a. **PAYMENT AND INVOICES:** Payment processing: The City review, inspection, and processing procedures for invoices ordinarily require thirty (30) days after receipt of invoices, materials, or services. Submissions which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified. It is the intention of the City of Denton to make payment within thirty days after receipt of valid invoices for which items or services have been received unless unusual circumstances arise. The 30 day processing period for invoices will begin on the date the invoice is received or the date the items or services are received, whichever is later. Direct deposit for payments: Contractors are encouraged to arrange for receiving payments through direct deposit. Information regarding direct deposit payments is available from the City of Denton Purchasing website: www.dentonpurchasing.com. Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.
- b. **PAYMENT TO PERFORMANCE MILESTONES** Awarded contractor shall prepare and submit invoices after completion of specific project milestones. The invoice shall detail the major milestones accomplished and detailed cost information for project. These milestones shall be submitted to the City of Denton and the City's Project Staff shall review such for completion and accuracy, prior to payment authorization.
- c. **TAX EXEMPTION** The City of Denton qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for the City of Denton may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

24. SUBMISSION ERRORS

Prices offered shall be used for submission analysis and for agreement pricing. In case of errors in the pricing extension or totals, the unit pricing offered by the respondent will govern.

25. RIGHT TO PROTEST

Any interested party who is aggrieved in connection with a solicitation or award of a contract above the formal threshold may protest to the Procurement Director. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date. In all other cases, protests shall be filed within five (5) days of notice of intent to award or in the absence of a notice of intent to award, prior to the award date. Filing of a protest must be in accordance with Article 12 of

the Procurement Policy Manual found on the City of Denton webpage, Materials Management department page, under the Standard Terms, Conditions, and Policies section.

5 | Bid Acceptance

I have read and understand the Terms and Conditions, Specifications, and Insurance requirements, contained herein, and further agree to abide and accept said Terms, Conditions and Specifications.

Yes Yes - with exceptions (Please Select)

(Required: Check only one)

5 Bid Acceptance Exceptions

If you answered yes - with exceptions to the above question please list the exceptions.

(Additional exceptions will not be allowed during the negotiation process)

NONE

(Optional: Maximum 4000 characters allowed)

5 Additional Agreement

Any additional agreement that the supplier wishes to have considered as part of the resulting contract shall be attached and submitted with the response to this solicitation. Any agreement that is submitted after the closing date of the solicitation shall not be considered. Please note that agreements in direct conflict with the terms and conditions of this solicitation may result in rejection of your response to the solicitation.

Acknowledged
(Required: Check if applicable)

Acknowledgement

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: [City of Denton Solicitations](#)

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge

(Required: Check if applicable)

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish an original Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

- Log onto the State Ethics Commission Website at: <https://www.ethics.state.tx.us/filinginfo/1295/>
- Register utilizing the tutorial provided by the State.
- Print a copy of the completed Form 1295.
- Enter the Certificate Number on page 2 of this contract.
- Sign the Form 1295.
- Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 - Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Acknowledge

(Optional: Check if applicable)

Supplier Information

Company Name: 7Arrows Land Staff, LLC

Contact Name: Nikki Costanza, Managing Partner

Address:

777 Main Street, Suite 600

Fort Worth, TX 76102

Phone: 817-675-9482

Fax:

Email: nikkic@7arrowsland.com

Supplier Notes

The undersigned agrees this submission becomes the property of the City of Denton after the official opening. The undersigned affirms they have familiarized themselves with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response. The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission. The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package. I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Nicole (Nikki) Costanza

Print Name



Signature

7Arrows Team Licenses

Real Estate Broker License

TREC
TEXAS REAL ESTATE COMMISSION

7 Arrows Land Staff, LLC
777 Main St Ste 600
FORT WORTH, TX 76102

Broker License #: 9005075
License Expires: 12/31/2024

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Broker

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

Chelsea B.
Chelsea Buchholtz
Executive Director

Real Estate Sales Agent License

TREC
TEXAS REAL ESTATE COMMISSION

Sales Agent: NICOLE NAKAYAH COSTANZA
Sales Agent License #: 470669 License Expires: 12/31/2025

Sponsoring Broker: LEONARD DWAYNE EDWARDS
Sponsoring Broker License #: 591528

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

Chelsea B.
Chelsea Buchholtz
Executive Director

Real Estate Sales Agent License

TREC
TEXAS REAL ESTATE COMMISSION

Sales Agent: Matthew Charles Friendshuh
Sales Agent License #: 659568 License Expires: 08/31/2025

Sponsoring Broker: BEVERLY B DAVIS
Sponsoring Broker License #: 305580

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

Chelsea B.
Chelsea Buchholtz
Executive Director

Real Estate Sales Agent License

TREC
TEXAS REAL ESTATE COMMISSION

Sales Agent: Zane Spencer Watson
Sales Agent License #: 679671 License Expires: 10/31/2024

Sponsoring Broker: BEVERLY B DAVIS
Sponsoring Broker License #: 305580

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

Chelsea B.
Chelsea Buchholtz
Executive Director

Real Estate Sales Agent License

TREC
TEXAS REAL ESTATE COMMISSION

Sales Agent: Paul Howard Williamson
Sales Agent License #: 474728 License Expires: 05/31/2025

Sponsoring Broker: LEONARD DWAYNE EDWARDS
Sponsoring Broker License #: 591528

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

Chelsea B.
Chelsea Buchholtz
Executive Director

The International Right of Way Association



acknowledges that

Paul H. Williamson, SR/WA-EU

has qualified as

Senior Right of Way Professional - Electric & Utilities

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.
SR/WA Number: 7299
Designated: 03/18/2023
Recertification Due: 09/16/2026



Real Estate Broker License

TREC
TEXAS REAL ESTATE COMMISSION

LEONARD DWAYNE EDWARDS
15835 S FM 4
SANTO, TX 76472

Broker License #: 591528
License Expires: 08/31/2024

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Broker

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

Chelsea B.
Chelsea Buchholtz
Executive Director

The International Right of Way Association

SR/WA
INTERNATIONAL PROFESSIONAL DESIGNATION

acknowledges that

Leonard D. Edwards, SR/WA, R/W-NAC

has qualified as

Senior Right of Way Professional

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.
SR/WA Number: 6726
Designated: 10/13/2016
Recertification Due: 10/13/2026

Paul Ranson, SR/WA, R/W-NAC

IRWA
BUILDING A BETTER WORLD
INTERNATIONAL PROFESSIONAL DESIGNATION

Elizabeth Smith, SR/WA Vice Chair International Professional Education Committee



**Certified General
Real Estate Appraiser**

Appraiser: Christopher Baird Haller
License #: TX 1381118 G

License Expires: 08/31/2023

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

For additional information or to file a complaint please contact TALCB
at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner



Real Estate Broker License

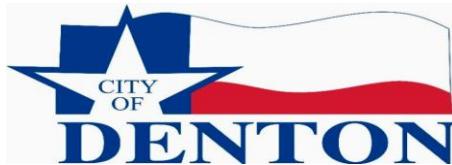
Christopher Baird Haller
3509 Hulen Street, Suite 201
FORT WORTH, TX 76107

Broker License #: 463056
License Expires: 06/30/2024

Having provided satisfactory evidence of the qualifications required
by the Texas Real Estate License Act, Occupations Code, Chapter
1101, authorization is granted to use this title: Real Estate Broker

For additional information or to file a complaint please contact TREC
at www.trec.texas.gov.

Chelsea Buchholtz
Executive Director



City of Denton Purchasing

901-B Texas St. Denton, TX 76209

Phone: (940) 349-7100

www.dentonpurchasing.com**Substitute W-9 Form**

The IRS requires all vendors to complete a W-9 Form. The information on this form must be filled out, signed and submitted by a vendor representative. All information must be completed before a purchase order or payment will be issued.

Name as shown on your income tax return: _____

Tax ID/Social Security #: _____

Under penalties of perjury, I certify that: **1.** The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and **2.** I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and **3.** I am a US citizen or other U.S. person-for federal tax purposes as defined at the bottom of this page*. **4. I understand that I must disclose any conflict of interest in accordance with Section 176.006 (a-1) of the Local Government Code.**

Authorized Signature: _____ **Printed Name:** _____

Mailing Address:

Company Name: _____

Email: _____

Contact Name: _____

Website: _____

Address: _____

Phone Number: _____

Fax Number: _____

Check appropriate box for federal tax classification (required):

<input type="checkbox"/> Individual/ Sole Proprietor	<input type="checkbox"/> Corporation Must designate C or S <input type="checkbox"/> C <input type="checkbox"/> S	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other Please specify: _____	
<input type="checkbox"/> Exempt Payee					
Business Type :		<input type="checkbox"/> Real Estate Rental/Lease (A1)	<input type="checkbox"/> Equipment Rental/Lease (A-9)	<input type="checkbox"/> Royalties (A-2)	<input type="checkbox"/> Medical/Health Care (A-6)
		<input type="checkbox"/> Services Only (A- 7)	<input type="checkbox"/> Merchandise- Goods Only (A-7)	<input type="checkbox"/> Merchandise & Services (A-7)	<input type="checkbox"/> Legal Firm/Attorney (A-C)
		<input type="checkbox"/> Consultant/Prof Fees (A-7)	Proceeds from Real Estate Purchases (S)		
Type of Organization:	<input type="checkbox"/> Minority Owned	<input type="checkbox"/> Female Owned	<input type="checkbox"/> Non Profit	<input type="checkbox"/> Historically Underutilized Business	

*Definition of a U.S. Person-For Federal Tax purposes, you are considered a U.S. person if you are: (a) an individual who is a U.S. citizen or U.S. resident (b) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States (c) an estate (other than a foreign estate), or (d) a domestic trust (as defined in Regulations Section 301.7701-7).

Vendor Information Not Required for W-9 Form

Remit Address (if different from above)

Company Name: _____

Contact Name: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

ACH Information-Voluntary

ABA Routing#: _____

Contact Name : _____

Bank Account# _____

Bank Name : _____

ACH Email : _____

ACH Email : _____

Phone Number: _____

Fax Number: _____

I (we) authorize the City of Denton to deposit payments into the checking account listed. The authority remains in effect until the City of Denton has received written notification from me of termination in time to allow reasonable opportunity to act on it, or until the City of Denton has sent me written notice of termination of the agreement.

Mark Cofa
Vendor Signature _____

Print Name/Title _____

Date _____

List Products and/or Services Interested in Bidding:

For Internal Use Only

- New Vendor
- Vendor Change
- Refund

Vendor Number

Requesting Department: _____

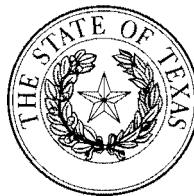
Date: _____

Department Representative (Printed Name) _____

Purchasing Signature: _____

Date: _____

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughs
Secretary of State

Attachment 4

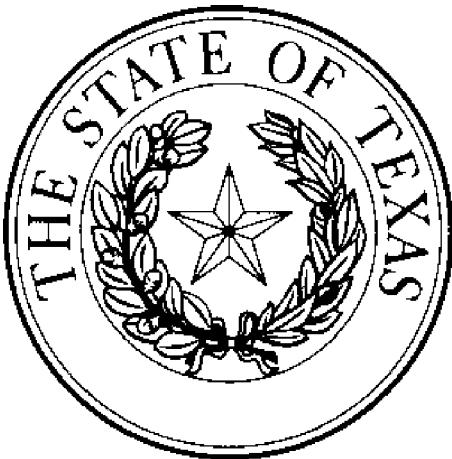
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for 7 Arrows Land Staff, LLC (file number 801500160), a Domestic Limited Liability Company (LLC), was filed in this office on October 28, 2011.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 02, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Come visit us on the internet at <https://www.sos.texas.gov/>

Phone: (512) 463-5555
Prepared by: SOS-WEB

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 1005206640003

February 8, 2024

City of Denton-Purchasing Department
Christina Dormady
901- B Texas Street
Denton, Texas 76209

In reference to: 7Arrows Land Staff, LLC Services
City of Denton-RFQ 8460-Acquisition & Relocation Services

Dear Ms. Dormady:

7Arrows Land Staff provides land acquisition services for the City of Pflugerville on multiple projects. We are providing support for the projects listed below:

- 15-inch North Wilbarger Wastewater Interceptor Project,
- 27-inch Kelly Lane Wastewater Interceptor,
- 794 Pressure Zone
- Weiss Lane Kelly Lane Water Line
- Cameron Road,
- Colorado Sand Drive,
- Copper Mine Project,
- Cottonwood West LS FM,
- East Pecan Street,
- East Pflugerville Parkway Road Expansion,
- Immanuel Road Project,
- Kelly Lane Phase 2 & 3,
- Main Street,
- Secondary Colorado River Raw Water Line
- Sorento Interceptor Phase 2,
- Weiss Pecan Water Line,
- Wilbarger Creek Interceptor

These projects impact approximately 251 parcels that have land rights needing to be acquired. All work has been completed on schedule and all efforts and work products are commendable. Should you have any questions or need additional information, please feel free to contact me at 512-990-6342 or at email at JeffD@pflugerville.tx.gov

Sincerely,



Jeff L. Dunsworth, P.E., CFM
Assistant Director/City Engineer



February 9, 2024

City of Denton
Purchasing Department
Christina Dormady
901- B Texas Street
Denton, Texas 76209

In reference to: 7Arrows Land Staff, LLC Services
City of Denton-RFQ 8460-Acquisition & Relocation Services

Dear Ms. Dormady:

7Arrows Land Staff provides land acquisition and relocations services for the City of Sherman. We are providing support for the project listed below:

- Northwest Southwest Transmission Pipeline Project

This project impacts approximately 64 parcels that have land rights needing to be acquired and relocation services for the displaced owner(s). All work has been completed on schedule and all work performed is acceptable.

Should you have any questions or need additional information, please feel free to contact me at 903-892-7203 or by email at clintp@cityofsherman.com.

Sincerely,

A handwritten signature in black ink that reads "Clint Philpott".

Clint Philpott, P.E.
Assistant City Manager