**LOCAL PUBLIC AGENCY**

**NEGOTIATOR SERVICES AGREEMENT**

THIS AGREEMENT, is entered into by and between the (herein, " ") \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein, "Agent").

WITNESSETH:

WHEREAS,the \_\_\_\_\_\_\_\_\_\_ proposes to acquire certain property rights or interest in certain tracts or parcels of land located in the County of \_\_\_\_\_\_\_\_\_, State of Missouri, for Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the \_\_\_\_\_\_\_\_\_\_ with the owners of each parcel for the acquisition of certain property rights or interests. The Agent shall exert his best efforts in accordance with good business practices and in accordance with the procedures set forth in Section 6 (Acquisition) of the Local Public Agency Land Acquisition Manual. In addition, the Agent shall comply with the requirements of its submitted Proposal.

(2) FEES: The Agent will be compensated for negotiations in accordance with the provisions of this Agreement at the rate of $\_\_\_\_\_\_\_\_ per parcel. Total compensation for services, other than court testimony consultation, shall not exceed $\_\_\_\_\_\_\_\_\_\_.

(3) PARCELS OF LAND: The parcels of right of way and/or easements which the Agent shall be requested by the \_\_\_\_\_\_\_\_\_\_ to negotiate for the purchase thereof are set forth on "Schedule A" which is attached hereto and made a part hereof.

(4) COMMENCEMENT: The Agent shall commence negotiations upon receipt of a written notice to proceed. The \_\_\_\_\_\_\_\_\_\_ shall specify in each notice to proceed with respect to each parcel listed therein, the nature and status of the title thereto or other interest therein to be acquired, the statement of just compensation and the form of conveyance document to be used.

(5) REVIEW OF PLANS: Prior to commencing negotiations by the Agent pursuant to this Agreement, the Agent, with respect to each parcel, shall review the plans and specifications for the aforementioned project, review the title reports or other ownership information and any appraisal reports or other pertinent information furnished by the \_\_\_\_\_\_\_\_\_\_.

(6) RECORDS AND REPORTS: The Agent shall maintain records of its negotiations progress on a parcel basis detailing dates of contact, parties present and terms discussed. The information set forth in the Negotiator's Report, a copy of which is attached shall be made a part hereof by this reference. The Agent will submit its report, relating to each parcel subject to negotiations, to the authorized representative of the \_\_\_\_\_\_\_\_\_\_ having charge of the project, as from time to time as the same are completed.

(7) INVOICES: The Agent shall submit an itemized accounting of its time spent in the aforementioned services in the manner and form provided by the \_\_\_\_\_\_\_\_\_\_. A statement shall be submitted for one-third (1/3) of the total amount referred to in paragraph two of this agreement after initial personal contacts with all the owners (or their representatives) of all the parcels listed in schedule "A". A statement shall also be submitted on or after \_\_\_\_\_\_\_\_\_\_\_ for the remaining two-thirds (2/3) of the total amount referred to in paragraph two of this agreement upon acquisition by deed or preparation for condemnation of the parcels listed in Schedule "A". Payment will be made within a reasonable time after approval of same. Each party shall furnish to the other information necessary to carry out this Agreement in accordance with its terms.

(8) DURATION: Agent shall complete his negotiations under this Agreement on or before \_\_\_\_\_\_\_\_\_\_\_\_ If the Agent is unable to complete contract for acquisition pursuant to said negotiations within time required, the Agent shall submit a report stating the status of the parcels remaining and any special conditions peculiar to each such parcel, and his recommendation of further action to be taken. After due consideration, in writing, the \_\_\_\_\_\_\_\_\_\_ may extend the negotiation period.

(9) COURT APPEARANCES: The Agent agrees that it will appear in any court proceedings as requested by the ’s counsel to give testimony as to its negotiations, and that it shall receive as compensation for such services payment of $ to $ per hour for the time consumed in such appearances. The Agent will also be available for consultation with the \_\_\_\_\_\_\_\_\_\_'s counsel in trial preparation to be paid $\_\_\_\_\_\_ for each day or $\_\_\_\_\_\_\_ for each half day so appearing. Under no circumstances, however, shall the Agent's total compensation under this Agreement exceed the amount of $\_\_\_\_\_\_\_, per parcel, including the Agent's labor, expenses and profits of any kind.

(10) SUCCESSFUL COMPLETION: Upon the successful completion of negotiations, the Agent shall deliver to the \_\_\_\_\_\_\_\_\_\_, an executed contract to sell and shall assist the \_\_\_\_\_\_\_\_\_\_ in the closing of purchase of any parcel. If requested by the \_\_\_\_\_\_\_\_\_\_, the Agent shall be present at such closing.

(11) CONFIDENTIALITY: All negotiations which the Agent may conduct by reason of this Agreement, terms of this Agreement, the Agent's opinions of the value and appropriate prices of the parcels, and the reports and information furnished to the Agent by the \_\_\_\_\_\_\_\_\_\_, shall be kept confidential by the Agent, and shall not be divulged in whole or in part to any party whatever, without the prior written consent of the \_\_\_\_\_\_\_\_\_\_. Further, the Agent shall not disclose to third parties confidential factual matter provided by the \_\_\_\_\_\_\_\_\_\_ except as may be required by statute, ordinance, or order of court, or as authorized by the \_\_\_\_\_\_\_\_\_\_. The Agent shall notify the \_\_\_\_\_\_\_\_\_\_ immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the \_\_\_\_\_\_\_\_\_\_ or Federal Highway Administration. None of the restrictions in this section shall apply to testimony which the Agent is required to give under oath in a judicial proceeding.

(12) CONFLICT OF INTEREST: If the Agent at any time discovers or is informed by the \_\_\_\_\_\_\_\_\_\_ of the existence of any possible conflict of interest on the part of the Agent, the Agent shall immediately cease all activity in connection with such services, and promptly notify the \_\_\_\_\_\_\_\_\_\_ in writing, of all relevant facts and circumstances pertaining to such conflict, so that the \_\_\_\_\_\_\_\_\_\_ may take such action as it deems appropriate, including but not limited to, the exclusion of any parcel or parcels involved from this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Agent at the direction of the \_\_\_\_\_\_\_\_\_\_ and information supplied by the \_\_\_\_\_\_\_\_\_\_ shall remain the property of the \_\_\_\_\_\_\_\_\_\_.

(14) REPRESENTATIVE: The \_\_\_\_\_\_\_\_\_\_'s District Six District Engineer is designated as the \_\_\_\_\_\_\_\_\_\_'s representative for the purpose of administering the provisions of this Agreement. The \_\_\_\_\_\_\_\_\_\_'s representative may designate by written notice other persons having the authority to act on behalf of the \_\_\_\_\_\_\_\_\_\_ in furtherance of the performance of this Agreement.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agent shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(17) AUDIT OF RECORDS: The Agent must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the \_\_\_\_\_\_\_\_\_\_ and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Agent and the \_\_\_\_\_\_\_\_\_\_.

(19) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, \_\_\_\_\_\_\_\_\_\_, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the \_\_\_\_\_\_\_\_\_\_ shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, \_\_\_\_\_\_\_\_\_\_, percentage, brokerage fee, gift, or contingent fee.

(20) ASSIGNMENT: The Agent shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the \_\_\_\_\_\_\_\_\_\_.

(21) CANCELLATION: In the event the Agent shall fail to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the \_\_\_\_\_\_\_\_\_\_ shall have the right to cancel this Agreement. Should the \_\_\_\_\_\_\_\_\_\_ exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Agent.

(22) DELAY: In the event that the project covered by this Agreement is postponed or delayed by the \_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_ shall have the right to terminate this Agreement. In the event the Agreement is terminated under this provision, or in the event it is terminated because of illness of the Agent, or for other reasons not the fault of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the \_\_\_\_\_\_\_\_\_\_, and will be paid for in proportion to its value to the \_\_\_\_\_\_\_\_\_\_ as determined by the \_\_\_\_\_\_\_\_\_\_.

(23) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the \_\_\_\_\_\_\_\_\_\_'s representative shall make a determination of such fact and its decision shall be final.

(24) NEGOTIATORS: The \_\_\_\_\_\_\_\_\_\_ reserves the right to use its own negotiators on any parcel deemed advisable on the project.

(25) INDEMNIFICATION: The Agent shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Agent on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Agent performance under this Agreement, the Agent assumes the obligation to save the \_\_\_\_\_\_\_\_\_\_ harmless, including its agents, employees and assigns, and to indemnify the \_\_\_\_\_\_\_\_\_\_, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Agent also agrees to hold harmless the \_\_\_\_\_\_\_\_\_\_, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Agent for any purpose under this Agreement, and to indemnify the \_\_\_\_\_\_\_\_\_\_, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(26) NONDISCRIMINATION: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Agent is providing services or operating programs on behalf of the Department or the \_\_\_\_\_\_\_\_\_\_, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Executive Order: The Agent shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Agent or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The Agent shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The Agent shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Agent shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The Agent shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the \_\_\_\_\_\_\_\_\_\_ or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the \_\_\_\_\_\_\_\_\_\_ or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Agent fails to comply with the nondiscrimination provisions of this Agreement, the \_\_\_\_\_\_\_\_\_\_ shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Agent complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The Agent shall include the provisions of paragraph 26 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the \_\_\_\_\_\_\_\_\_\_ or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the \_\_\_\_\_\_\_\_\_\_ or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that

in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(27) PERSONAL SERVICES: This Agreement is for the personal services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who shall negotiate on behalf of the \_\_\_\_\_\_\_\_\_\_ with the owners of each parcel for the acquisition of certain property rights or interests and, if necessary, testify in any condemnation action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Agent this \_­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_.

Executed by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_.

### ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF )

) ss

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### ACKNOWLEDGMENT BY CORPORATION

STATE OF )

) ss

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally known to me, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT BY \_\_\_\_\_\_\_\_\_\_**

STATE OF )

) ss

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 19\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally known to me, who being by me duly sworn, did say that he/she is the \_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ and the seal affixed to the foregoing instrument is the official seal of said \_\_\_\_\_\_\_\_\_\_ and that said instrument was signed in behalf of said \_\_\_\_\_\_\_\_\_\_ by authority of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ and said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said \_\_\_\_\_\_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### REQUEST FOR PROPOSAL FOR FEE NEGOTIATION SERVICES

The (hereinafter, "\_\_\_\_\_\_\_\_\_\_\_\_\_"), is requesting a proposal for professional right of way acquisition services for Right of Way Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_ County.

The Consultant shall be required to provide the following right of way services:

1) Acquisitions (Negotiations) as described in Appendix "A".

All right of way services performed by Consultant must be accomplished in conformance with all applicable State, and Federal laws and regulations, and the \_\_\_\_\_\_\_\_\_\_\_\_\_'s Right of Way manuals.

The proposal is to be for Right of Way Acquisition of \_\_\_ parcels. The proposal must be in writing and received by (person and place) no later than \_\_\_\_\_\_\_\_\_\_\_\_\_. The \_\_\_\_\_\_\_\_\_\_\_\_\_ reserves the right to reject this proposal and/or negotiate an acceptable proposal.

Any specific questions relating to acquisition services for this proposal shall be directed to the attention of:

The \_\_\_\_\_\_\_\_\_\_\_\_\_ shall furnish the Consultant with a field file containing the following:

2) Individual plot plan and Summary of Proposed Acquisition and shall include the following for each parcel:

a) Ownership.

b) Total area before acquisition.

c) Area of existing fee right of way (if applicable).

d) Area of permanent acquisition.

e) Access control (if applicable).

f) Areas of temporary acquisitions.

3) Report of Liens and Record of Ownership. (Title Commitment)

Other information and material furnished:

1) Right of Way plans, as necessary and one (1) set of cross sections.

2) Copies of pertinent correspondence and project information.

3) Appraisal and appraisal reviews, if necessary.

4) Acquisition forms:

a) For all properties to be acquired, the \_\_\_\_\_\_\_\_\_\_\_\_\_ will mail each parcel owner a public relations letter along with the approved letter offer.

b) The \_\_\_\_\_\_\_\_\_\_\_\_\_ will furnish the Consultant with revision and/or updates in a timely manner.

c) The \_\_\_\_\_\_\_\_\_\_\_\_\_ will have acquisition personnel available to provide consultation and guidance regarding the acquisition function.

d) The \_\_\_\_\_\_\_\_\_\_\_\_\_ will review all proposed contracts and reserves the right to refuse acceptance of any or all such contracts.

5) Relocation services, relocation assistance studies, and offers.

The Consultant shall:

a) Serve as the \_\_\_\_\_\_\_\_\_\_\_\_\_'s professional representative during the performance of these required services.

b) Furnish acquisitions by negotiation or gift/donation.

c) Furnish recommendations for condemnation settlements.

d) Designate a project manager who shall be available for consultation with the \_\_\_\_\_\_\_\_\_\_\_\_\_ during our normal business hours.

e) Provide necessary assistance to aid those property owners and tenants affected by this highway project, to reach an amicable agreement.

f) Maintain accurate records, as specified in Right of Way manuals, which will be available for inspections by the \_\_\_\_\_\_\_\_\_\_\_\_\_, MODOT, and the Federal Highway Administration (FHWA).

g) Be responsible for correcting any deficiencies noted by the \_\_\_\_\_\_\_\_\_\_\_\_\_, MoDOT, and FHWA at no additional cost.

h) Submit weekly progress reports for the previous week's activity, which includes, but not be limited to:

a) Summary of activities for the week;

b) Project log indicating status of each parcel; and,

c) Problems encountered and remaining unresolved.

Proposals are to include the following:

1) Names and address of the Consultant submitting the proposal and identification of key personnel who will perform each service.

2) Brief statement of the Consultant's understanding of this project.

3) A work plan detailing the approach the Consultant intends to follow in accomplishing this project.

4) A plan for organizing and staffing this project. The plan should include the following:

a) A project organization chart, identifying the project manager.

b) Names of project staff members and/or subcontractors.

c) Role of each staff member.

d) Estimated hours to be spent by each staff member on each task identified in the work plan.

e) Resumes for project staff members and/or subcontractors showing education and experience relevant to this project.

f) Description of the Consultant's organization.

g) Provide detailed description of the Consultant's understanding of project objectives, the major problems perceived, and the Consultant's method(s) to solve the problems.

h) Previous experience in performing work similar to that anticipated herein.

Include:

1. Date of Project.

2. Name and address of client organization.

3. Name and telephone number of individual in the client's organization who is familiar with project.

4. Short description of project.

5. Description of the Consultant's current work load of projects where they are appraising, acquiring, and closing any other projects from this, and/or any other government agencies.

Price proposal shall include the following:

1) Total lump sum.

2) Fee, per parcel for compensation estimate/acquisition, and acquisitions.

All material submitted in accordance with this Request for Proposal becomes the property of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall not be returned.

Two (2) copies of the proposal, along with an appropriate transmittal letter must be signed by individuals of the firm authorized to contractually obligate the proposing firm with the \_\_\_\_\_\_\_\_\_\_\_\_\_ based on the proposal shall be identified by name, title, address, and telephone number.