



BexarMet
+ W A T E R D I S T R I C T

**BEXAR METROPOLITAN WATER DISTRICT
2047 WEST MALONE
SAN ANTONIO, TEXAS 78225**

**REQUEST FOR QUALIFICATIONS
RFQ-2011-031**

PROFESSIONAL SURVEYOR SERVICES

**PUBLISHED DATE: September 2, 2011
RESPONSE DUE DATE: September 13, 2011**

Interested Respondents must submit a **RESPONSE PACKAGE** of one (1) original and three (3) copies to Karen Guerrero, Purchasing Manager, Bexar Metropolitan Water District, 2047 W. Malone, San Antonio, Texas 78225, by no later than 2:00 p.m. (CST), September 13, 2011.

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Pages identified with an asterisk (*) must be completed and included with your response.

SECTION 1: INTRODUCTION

1.1 DESCRIPTION OF BEXARMET

The Bexar Metropolitan Water District (“*BexarMet*” or the “*District*”) was established in 1945 by the Texas Legislature as a governmental agency with the power to “control, conserve, protect, preserve, distribute and utilize” water within its service area. BexarMet is a water utility governed by an elected board of seven directors. BexarMet’s mission is to deliver sustainable and reliable, high-quality water at affordable rates for our customers by controlling, protecting, preserving, and distributing the District’s water through maximizing the public service of all District resources.

BexarMet’s customer service base contains approximately 92,000 residential and commercial accounts, providing water to over 300,000 people in the greater San Antonio metropolitan area including Bexar, Medina, and Comal and Atascosa counties.

1.2 PROJECT BACKGROUND

BexarMet is seeking responses from Firms (“Respondent”) with expertise in providing Professional Surveying Services as needed basis and in accordance with requirements set forth in this RFQ. These services constitute non-exclusive requirements that may be modified at any time at the sole discretion of BexarMet.

SECTION 2: NOTICE TO RESPONDENTS

2.1 GENERAL

BexarMet may potentially enter into a contract with one or more successful Respondents for Surveying Services.

Each offer must state that it will remain valid for BexarMet’s acceptance for a minimum of *ninety (90) days* after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The offer accepted by BexarMet shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFQ.

This RFQ is not an offer, obligation, or agreement to award any amount of work, or purchase any amount of product from any respondent. No contractual relationship is created by responding to this RFQ.

2.2 TIMELINE

The timeline for this project is an approximation and may change from time to time; therefore it is the responsibility of the Respondent to make sure they have the most up-to-date information. BexarMet employees will attempt to notify any and all Respondents of time and date changes when applicable.

DATE	TIME	ITEM	LOCATION
September 2, 2011	5:00 pm (CST)	RFQ Released	Texas Bid System
September 8, 2011	10:00 a.m.	Pre-Response Meeting *	2047 W. Malone, San Antonio, Texas 78225
September 8, 2011	5:00 pm (CST)	Questions Due	Via e-mail to kkguerrero@bexarmet.org or Fax to (210) 357-5725

September 8, 2011	5:00 pm (CST)	Addendum issued from questions (if necessary)	Texas Bid System and via e-mail points of contact
September 13, 2011	2:00 pm (CST)	Responses Due	2047 W. Malone, San Antonio, Texas 78225
September 13 - 16, 2011	n/a	Evaluation of Responses	N/A
September 19, 2011	n/a	Respondents Selected	N/A
September 19, 2011	TBD	District negotiation with selected Respondents	N/A
Sept 20, 2011	TBD	Execution of Contracts	N/A

*A Pre-Response Conference is held to brief prospective Respondents after the solicitation has been issued but before Responses are submitted. Generally, the purpose is to explain and clarify specifications and requirements. It will not be used as a substitute for amending a defective or ambiguous invitation. Prospective Respondents are encouraged to attend the conference and to submit written questions in advance. **Attendance is NOT mandatory to submit the qualification statement.** The conference will be conducted by the Purchasing Department in a manner to ensure all prospective Respondents are furnished identical information concerning the Response. Other appropriate BexarMet staff may attend. A complete record of those Respondents attending the conference shall be prepared and a copy furnished to all prospective Respondents when requested through an "Open Records Request." Remarks and explanations at the conference will not qualify the terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

2.3 COMMUNICATION

A. Restriction on Communications

Respondents are prohibited from communicating with any BexarMet Staff regarding this RFQ from the time the RFQ is released until it has been acted upon by the BexarMet Board of Directors. Respondents are prohibited from communicating with BexarMet employees regarding this RFQ, except as provided under section 2.3.B. TECHNICAL QUESTIONS, from the time the RFQ is released until the contract is awarded. This includes "thank you" letters, phone calls, e-mails, and any contact that results in the direct or indirect discussion of the RFQ submitted by Respondents. Violation of this provision by the Respondent may lead to disqualification of the Respondent's RFQ from consideration.

B. Technical Questions

1. Respondents may submit technical questions about this RFQ in writing; however, electronic inquiries by e-mail or fax will be accepted. The contact person for this project is: Karen Guerrero, Purchasing Manager, 2047 W. Malone, San Antonio, Texas 78225; by e-mail to kkguerrero@bexarmet.org or by fax to 210-357-5725. No inquiries/questions regarding this RFQ will be answered if received after 5:00 p.m. (CST) on September 8, 2011 to allow ample time for distribution of answers and/or amendments to this RFQ. Verbal questions are not permitted other than as described by this section and during interviews. Responses to the questions will be posted on the Texas BidNet website and/or by electronic mail no later than September 8, 2011 by 6:00 p.m. (CST).
2. For questions regarding this solicitation please contact Karen Guerrero, Purchasing Manager, at kkguerrero@bexarmet.org, 210-357-5825, or fax number 210-357-5725.
3. BexarMet reserves the right to contact any Respondent for clarification after Responses are opened and/or to further negotiate with any Respondent if such is deemed necessary by BexarMet.

2.4 RESPONDENTS

Only individual firms or lawfully formed business organizations may submit a qualification statement, unless the Respondent expressly states in writing in the qualification statement that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any informal associations will be disqualified. This does not preclude a Respondent from engaging consultants by contract. BexarMet will contract only with firms authorized to do business in the State of Texas.

BexarMet encourages Respondents to establish prime/sub-contractor relationships, if necessary, that will support the submission of a single Response covering all requirements and services detailed within this RFQ. Additionally, it should be noted that subcontractors may be used to fulfill the Small, Minority, and Women-Owned Business Participation goals. If such relationships support the Respondent's submittal, the Respondent shall attach a Letter of Agreement documenting said relationship. Any use of sub-contracting must meet BexarMet insurance requirements.

It may be necessary for BexarMet to interview one or more of the submitting Respondents in order to clarify or obtain more information about aspects of the Respondent's qualifications. Efforts will be made to conduct such interviews at mutually convenient times. BexarMet reserves the right to not interview a Respondent, and to base its decisions solely on the written response to the RFQ.

A. Qualification Statement Opening

Qualification statements will be received and publicly acknowledged in Section 2.2 Timeline. Respondents or their representatives and interested persons may be present. Responses shall be received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during the negotiation/evaluation process. NOTE: All Responses shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Response so identified by Respondent as such.

B. Award

BexarMet reserves the right to accept or reject any and/or all qualification statements as it shall deem to be in the best interest of BexarMet. The award of the contract shall be made to the responsible Respondents, whose qualifications are determined to be the best value and best evaluated offer resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the RFQ. Furthermore, the successful Respondent may not assign their rights and duties under an award without the written consent of BexarMet's General Manager. Such consent shall not relieve the Respondent of liability in event of default by their assignee.

Respondent(s) who submit a qualification statement may be required to make an oral presentation(s) of their Response to an Evaluation Committee and/or the BexarMet Board of Directors at no cost to BexarMet.

The BexarMet Board of Directors (the "Board") may award a contract to one or more successful Respondents on the basis of the Response initially submitted and based on evaluations, without discussion, clarification or modification. In the alternative, selection of the most qualified Respondent may be made by BexarMet on the basis of negotiation with any Respondent.

C. Negotiations

Negotiations may be conducted with responsible Respondents of the selected Firms who submit a Response determined by the Purchasing Manager to be reasonably susceptible of being selected for award. All Respondents will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of Response.

BexarMet and the selected Respondents will enter into preliminary contract negotiations where the

scope of services, terms and costs will be defined.

D. Small-Minority & Women Owned Business Enterprise (SMWBE)

In accordance with its stated policies, BexarMet strongly encourages SMWBE firms to submit Responses. BexarMet also encourages applicants, in those instances when joint venturing and/or subcontracting is appropriate, to form joint ventures and/or provide subcontract opportunities to SMWBE firms.

The following is a target goal as a standard to be used in evaluating an applicant’s good faith efforts in utilizing and awarding a share of the contracts, subcontracts and procurement to Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE):

<u>Category</u>	<u>MBE</u>	<u>WBE</u>
Construction	34%	8%
Supplies	18%	29%
Equipment	13%	13%
Services	22%	26%

Subcontracting Plan

In order to maintain project integrity, this project has a subcontracting rate of 20%. The Prime Respondent is not required to subcontract any portions of this project, however, may subcontract up to 20% of the prime’s estimated project cost. The Prime Respondent must submit with the Response package the anticipated percentage of work to be assigned to each potential subcontractor by submitting the subcontractor’s information and scope of work. See Attachment “G” for more information.

NOTE: The Small Minority & Women Owned Business Enterprise Goals are District Goals and pertain to the goals of the entire District and not this specific project. Subcontracting goals pertain to this specific project.

E. Protest Procedures

Respondents who wish to file a protest to an award must follow the BexarMet Protest Procedure Guidelines.

1. An actual bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract by the District may file a formal protest with BexarMet’s General Manager. A formal protest must be in writing and received by the General Manager within five (5) calendar days after the aggrieved person (“Protestor”) knows or should have known of BexarMet’s decision to award the contract. It is presumed that a Protestor acquires knowledge of a contract award on the date that such award is announced during an open meeting of the Board.
2. A formal protest must be sworn and include:
 - An identification of the specific statutory or regulatory provision(s) that the action complained of is alleged to have violated;
 - A specific description of each act alleged to have violated BexarMet’s procurement process applicable to the Protestor;
 - A precise statement of relevant facts;
 - An identification of the issues to be resolved;
 - Argument and authorities in support of the protest; and
 - The signature of the Protestor or its authorized representative.

3. For contracts under \$50,000, the General Manager is authorized to settle and resolve the dispute concerning the solicitation or the award of a contract. For an award of a contract over \$50,000, the General Manager shall make a recommendation to the Board for resolution.
4. If the protest is not resolved by mutual agreement, the General Manager shall issue a written determination responding to the protest within five (5) business days of receipt of protest.
5. The General Manager shall send written notice of the determination of the protest to the Protestor and shall set out the reasons for the determination and appropriate remedial action, if any.
6. The Protestor may appeal the General Manager's determination of the protest to the Board. The appeal to the Board must be written and received in BexarMet's office no later than five (5) calendar days after the date of receipt of the General Manager's determination by the Protestor. The appeal to the Board shall be limited to a review of the General Manager's determination.
7. Within ten (10) business days after the receipt of an appeal of the General Manager's determination, the Board shall make a final determination on the protest. In the event that the Board takes no action in response to the appeal to the Board, such inaction shall constitute a declination and a denial of the appeal by operation of law.
8. A decision by the Board (to include denial by inaction) shall be final administrative action of BexarMet concerning any protest of a contract award.
9. Protests that are not timely filed, or which do not comply with all portions of Section (2) hereof will not be considered.

SECTION 3: CONTRACT PROCESS

3.1 CONTRACT AWARD PROCESS

BexarMet will evaluate qualification statements received from Respondents based on the selection criteria contained in the RFQ and any subsequent addendums issued by BexarMet. BexarMet may discuss or negotiate all elements of the qualification statements with Respondents in ranking order. After the submission of Responses, and as part of such discussions or negotiations, BexarMet may permit a Respondent to revise its Response in order to obtain the Respondent's best and final offer.

3.2 CONTRACT

The successful Respondent will be required to enter into a contract with BexarMet. BexarMet reserves the right to assign multiple awards, no awards, or one award, when deemed in the best interest of BexarMet. Written or broadcast communication(s) announcing that the Respondent has entered into a contractual agreement with BexarMet may not be made without prior written approval of BexarMet and may be refused at the sole discretion of BexarMet.

A. Contract Clause

This RFQ shall be used to create and execute a contract equally binding between the successful bidders and BexarMet.

B. Term of Contract

Contract Term is anticipated to be for a one (1) year initial term with two (2) one (1) year renewals. The contract shall not exceed a total of three (3) years.

C. Termination of Contract

The proposed contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

D. Termination for Default

BexarMet reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of BexarMet in the event of breach or default of the proposed contract. BexarMet reserves the right to terminate the contract immediately in the event the successful Respondent fails to:

1. meet time requirements;
2. default in payment or non-payment of any fees/claims; or
3. otherwise perform in accordance with these specifications.

E. Reservation of Rights

BexarMet reserves the right to:

1. Reject any and all Responses received;
2. Issue a subsequent RFQ;
3. Cancel the entire RFQ;
4. Remedy technical errors in the RFQ process;
5. Negotiate with any, all, or none of the Respondents to the RFQ;
6. Accept the written Response as an offer;
7. Waive informalities and irregularities;
8. Request additional information or clarification;
9. All Responses and their contents will become the property of BexarMet; and
10. Make multiple recommendations to the BexarMet Board of Directors.

BexarMet **WILL NOT** reimburse Respondent or any other representative for the Respondent for any costs associated with any travel and/or per diem incurred for any preparation or presentations. BexarMet reserves the right to end, in its sole discretion, negotiations at any time with any and/or all Respondents. This RFQ does not commit BexarMet to enter into a contract, nor does it obligate BexarMet to pay any costs incurred in the preparation and submission of Responses or in anticipation of a contract.

F. Venue

The proposed contract will be governed and construed according to the laws of the State of Texas and exclusive venue for any claim arising under the proposed contract shall be in Bexar County, Texas.

G. Performance of Contract

BexarMet reserves the right to enforce the performance of the proposed contract in any manner prescribed by law or deemed to be in the best interest of BexarMet in the event of breach or default or resulting contract award.

H. Fiscal Year

BexarMet operates on a fiscal year that ends on April 30th. State law mandates that a governmental entity may not commit funds beyond a fiscal year; the contract is subject to cancellation if funds for this Project are not approved in the next fiscal year.

I. Indemnification Statement

Refer to Attachment “G”.

J. Sales Tax

BexarMet is exempt from Local, State, and/or Federal taxes. The Respondent awarded the contract will be forwarded BexarMet’s tax exemption number once a contract has been issued.

K. Terms and Conditions

The Respondent must identify all terms and conditions with which they are not able to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the Respondent. These evaluation items will be used to compare Respondent’s product and service offerings. Respondents are to use the sheets contained in this RFQ or a facsimile of these sheets in providing a Response.

L. RETENTION OF RECORDS AND RIGHT TO AUDIT. Respondent shall retain all work product, reports, and records at Respondent’s expense in accordance with the laws of the State of Texas, unless further notified in writing by BexarMet of an extension of this retention period. BexarMet may audit, at BexarMet’s election, all of Respondent’s records and billings related to performance of this Contract.

M. TRANSITION ASSISTANCE. If the proposed contract is terminated prior to completion of the designated term, Respondent shall provide all reasonable transition assistance requested by BexarMet for a reasonable period of time after the expiration or termination of the Contract to allow for the expired or terminated portion of the Scope of Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to BexarMet or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of the proposed contract, except for those terms or conditions that do not reasonably apply to such transition assistance at the most current rates provided by the contract. The period of transition assistance shall be governed by the applicable terms and conditions of the proposed contract. The rate of payment to Respondent during the transition period shall be mutually agreed on by the parties and Bexar Met shall be entitled to offset costs and damages otherwise accrued as a result of said termination.

N. Compliance with Act of June 17, 2011, 82nd Leg., R.S., 2011 Tex. Sess. Law Serv. Ch. 1256 (S.B. 341) (VERNON'S). Any awarded contract is subject to: (1) review by a water utility (the “System”) owned by a municipality with a population of more than one million in the area served by BexarMet if the contract or other agreement is assumed by the System; and (2) termination by the System at the System’s sole discretion, including the termination of all rights, duties, obligations, and liabilities of BexarMet or the System under the contract or other agreement, if the contract or other agreement is assumed by the System.

SECTION 4: QUALIFICATIONS SUBMITTAL REQUIREMENTS

4.1 GENERAL INFORMATION

Qualification statements will be opened so as to avoid disclosure of contents to competing Respondents, and kept confidential during the process of negotiations. However, all Responses shall be open for public inspection after award except for trade secrets and confidential information contained in the qualification statements and identified as such by the Respondent.

Award may not be made to the Respondent who submitted the best qualifications; however, BexarMet may choose the most advantageous Respondent and the Respondent which submitted the best, most responsive overall qualifications which satisfies BexarMet’s needs.

BexarMet may also request additional information or require a meeting with a Respondent(s) for clarification, may cancel, revise, and/or reissue this RFQ or any portion thereof, may negotiate any conditions, may retain all other provisions even if any provision of the Response is deemed invalid, and may modify any deadlines at no additional cost to BexarMet.

4.2 GENERAL INSTRUCTIONS

- A. Respondent(s) should carefully read the information contained herein and submit a complete, clear, and concise response to all requirements and questions as directed.
- B. Qualification statements and any other information submitted by a Respondent(s) in response to this RFQ shall become the property of BexarMet.
- C. BexarMet will not reimburse a Respondent(s) for any expenses incurred for response preparation or for any documentation that may be made or required by law. Respondent(s) shall submit qualification statements at their own risk and expense.
- D. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, including irregularities of any kind, are subject to disqualification by BexarMet, at BexarMet's sole discretion.
- E. Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ and the potential Contract. Emphasis should be on completeness, clarity, responsiveness to the requirements, and the understanding of BexarMet's needs.
- F. BexarMet makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFQ, and reserves the right to accept or reject any or all responses, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFQ when deemed to be in BexarMet's best interest. Representations made within any Response and any subsequent Response will be binding on the Respondent. BexarMet will not be bound to act by any previous communication or information submitted by a Respondent.
- G. Failure to comply with the requirements contained in this RFQ may result in the rejection or disqualification of the Respondent's submittal.

4.3 PREPARATION AND SUBMITTAL INSTRUCTIONS

A. Page Size, Binding and Dividers

Respondent's qualification statements must be typed on letter-size (8-1/2" x 11") paper utilizing 3 ring binders or GBC binding. BexarMet does not require expensive binding and color displays and requests Respondent(s) focus on providing clear and complete factual information regarding the experience and qualifications that meet the requirements of this RFQ and avoid submitting duplicate or cumulative supplemental material. Preprinted material should be referenced in the qualification statements and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, resumes, supplemental information, etc. Responses must be limited to fifty (50) physical pages. Utilization of the front and back of the page is acceptable. Covers, Table of Contents and divider tabs will not count as pages, provided no additional information is included on those pages.

B. Table of Contents

Include with the Response a Table of Contents that, minimally, includes tab number references.

Additional detail, including page numbers of sub-sections, is encouraged. The Table of Contents should correspond to Response Format detailed in Section 5.1.

C. Pagination

All pages of the Responses should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.). Attachments should be numbered or referenced separately in alphabetical order.

D. Number of Responses to be Submitted

Submit one (1) original and a total of three (3) complete copies of the entire Response with one (1) complete consolidated electronic copy (unsecured) in PDF format submitted on a CD-ROM.

E. Submission

1. Respondent's Response shall be enclosed in a sealed envelope, box or container addressed to Karen Guerrero, Purchasing Manager, Bexar Metropolitan Water District, 2047 W. Malone, San Antonio, Texas 78225. The package must clearly identify the RFQ number, submittal deadline, and the Respondent's name and return address of the Respondent.
2. A Response will only be accepted in written form; therefore, no electronic transmission (e-mail), facsimile, or telegraph will be considered.
3. Respondent is solely responsible for the delivery of their qualification statements to the exact location and time specified and notated in the RFQ directions.
4. A properly submitted Response will not be returned to the Respondent.
5. A Response received after submission deadline shall be returned unopened and will be considered void and unacceptable. BexarMet is not responsible for lateness of U.S. Mail, Private Carrier, etc., and time/date stamp clock by BexarMet Staff shall be the official time of receipt.
6. Responses shall be clear, concise, and complete.
7. Any interpretations, corrections or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in BexarMet's Purchasing Department. Addenda will be posted on the Texas Bid System website and/or e-mailed (electronic message) to all who are known to have received a copy of this RFQ. Respondents shall acknowledge receipt of all Addenda (Attachment "D"). It is the responsibility of the Respondent to check for addenda.
8. Respondent must fill in all information asked for in the blanks provided under each item. Failure to comply may result in the rejection of the Respondent's Qualification Statements at BexarMet's discretion. Furthermore, Respondent must give full name, address, phone number, fax number and e-mail address of the Firm the Respondent represents. Failure to manually sign the Execution of Offer may disqualify a Respondent. The person signing the qualification statements must identify their title and authority to bind the Respondent in a contract if selected for award.
9. The apparent silence of the specifications of the RFQ as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFQ shall be made on the basis of this statement and are in favor of BexarMet.
10. Any interlineations, alterations, or erasures made by the Respondent prior to delivery and acceptance of Respondent's qualification statements must be initialed in blue ink by responsible Respondent, including the date, in order for BexarMet to guarantee authenticity.

11. A Respondent's qualification statements may not be withdrawn or cancelled by the Respondent for a period of ninety (90) days following the date designated for the receipt of a Response, and Respondent so agrees upon submittal of their Response.
12. BexarMet reserves the right to reject any or all Responses or to waive technicalities at its option when in the best interests of BexarMet. Responses will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate Bid offers or irregularities of any kind; however, BexarMet reserves the right to waive any irregularities and to make the award in the best interests of BexarMet.
13. Any Response material that is to be considered as confidential in nature must be clearly marked as such by the Respondent.
14. Telephone, facsimile, or e-mail submission for this RFQ is **NOT** acceptable.

4.4 INSURANCE INSTRUCTIONS

- A. Respondent shall procure, within ten (10) days of award, and maintain the following types of insurance coverage in at least the following amounts (*unless the contract specifies different coverage or amounts*):
 1. Commercial General Liability-Occurrence Basis:
 - a. Bodily Injury \$500,000 CSL (Combined Single Limit)
 - b. Property Damage Included
 2. Business Automobile Liability
 - a. Bodily Injury \$500,000 CSL
 - b. Property Damage Included
 3. Workers Compensation:
 - a. Workers Compensation-Stationary
 - b. Employer Liability

\$500,000/\$500,000/\$500,000

SPECIAL CONDITIONS

*BexarMet should be named as Additional Insured on the Comprehensive General Liability & Business Automobile Policy.

*The Workers Compensation Policy should contain a Waiver of Subrogation in favor of BexarMet.

*Commercial General Liability Contractual coverage must provide for any Indemnification agreements contained within any contract with BexarMet.

*Business auto should cover "any auto" to include Owned, Non-Owned & Hired Cars.

SECTION 5: QUALIFICATION STATEMENT RESPONSE

5.1 QUALIFICATION STATEMENT FORMAT

1. General Respondent Information (Attachment "A" and Attachment "B"):
2. Scope of Services (Refer to Section 6): Describe your firm's ability to meet the specifications set forth in this RFQ under the Scope of Services. Respondent should demonstrate through the Response a comprehensive understanding of the scope of the work with specific experience on similar projects performed by the proposed team.

3. Eligibility Statement (Attachment I): Provide a signed statement with your Response that your firm is not listed on any federal, state or local (i.e. GSA/HUD/GAO/TDHCA) lists of debarred, suspended and ineligible contractors and grantees.
4. Fair Labor Standards Statement (Attachment J): Provide a signed statement with your Response attesting that your firm complies with the Department of Fair Labor Standards Act and that your firm meets all equal employment, and affirmative action non-discrimination regulations.
5. Insurance requirements (Refer to Section 4.4) and (Attachment K): When requested, only the selected Respondent will be expected to provide Certificates of Insurance. For submittal purposes, a statement that the Respondent is able to meet the insurance requirements is acceptable and if selected will submit the insurance requirements as stated in this RFQ.
6. References (Attachment "F"): Provide at least three (3) letter references that support your performance on similar projects. Include a description of the scope of services performed on the project. References should include same or similar projects in size and functionality with successful outcomes. References should be projects with local government agencies (i.e. Water Districts, Municipalities, Cities, etc.) If letters are not available, provide a summary sheet listing all the pertinent information about the project.
7. Acknowledgement of Addendum (Attachment "D"): Respondents shall acknowledge receipt of any addendum to this solicitation by signing and returning the attached addendum form attached by the time and date specified for receipt of RFQ's.
8. Conflict of Interest Form (Attachment "E").
9. Execution of Offer (Attachment "C") and Indemnification (Attachment (G")).
10. Subcontracting Plan (Attachment "H"). Respondent's documentation on Firms that are to perform any part of the scope of work for this project. NOTE: BexarMet shall retain the right to approve or disapprove all sub-contractors selections on all projects.

5.2 EVALUATION CRITERIA

BexarMet will conduct a comprehensive, fair and impartial evaluation of all responses to this RFQ. All response packages received will be evaluated pursuant to District policy. A pre-determined Selection/Evaluation Committee will evaluate all "responsive" submittals and select Respondents on the basis of the criteria listed below, completion of documents and the results of the interviews (if conducted). The Selection/Evaluation Committee will then select the Respondents that are the most qualified and offering the best value on the basis of the published selection criteria and the ranking evaluation and forwarded to the Board of Directors for final approval. Once a Respondent is selected, they will be notified by telephone and in writing by the Purchasing Department. BexarMet will attempt to negotiate a satisfactory contract with the selected Respondents in accordance with the process set out below.

5.3 EVALUATION SCORING

- A. Representatives from the Purchasing Department, and other BexarMet offices and departments will be designated to review submittals, make evaluations, and offer a recommendation for award to the BexarMet Board of Directors based on the following criteria:
 1. Respondent ability to perform the requested services
 - Understanding of the complexities, issues, and implication (25 points)
 2. Respondent's Performance in similar work
 - Experience with Texas public water utility districts (25 points)
 - Past experience with BexarMet
 - Past performance with BexarMet

3. Qualifications and experience of proposed project team

(50 points)

5.4 RESPONDENT'S ACCEPTANCE OF EVALUATION METHOD

Submission of Response indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by BexarMet's committee during the assigning of points and/or interviews.

5.5 ACKNOWLEDGEMENTS

Respondent, in submitting Qualification statements, understands and agrees all costs incurred by the Respondent in connection with the process hereunder shall be at the sole risk and responsibility of the Respondent.

SECTION 6: SCOPE OF SERVICES

6.0 SCOPE OF SERVICES

In order to provide timely and cost effective surveying specialized services, the District is seeking a response to this Request for Qualifications (RFQ) for Professional Surveying firms as Professional Service Providers (PSPs) for Indefinite Delivery Indefinite Quantity (IDIQ) contract awards. BexarMet anticipates a multiple award. This RFQ is generally intended for small projects under \$50,000 being considered for immediate evaluation in a time sensitive manner. The value for each awarded firm task orders will not exceed \$50,000.00 per fiscal year. Larger projects such as new buildings, large tracts of land or special projects may require an individualized RFQ with a more extensive scope of work that are not under excessive time constraints.

An IDIQ contract will serve as a master agreement with no monetary value. Because of the indefinite nature of the need for services there is no guarantee of project assignment to the firms selected. Contracted firms may be awarded one or more assignments as projects become available. Award of an IDIQ contract or subsequent assignment under and IDIQ contract, will not disqualify a firm from responding to any future project for which a project-specific RFQ may be issued.

IDIQ contracts will be awarded to a pool of 3-5 PSP's in each area of expertise. Project-specific assignments will be made within the time frames during which the IDIQ agreement is valid. To remain valid, qualifications must be updated by the PSP to reflect any significant changes in the PSP's ownership, structure or method of operation, or when requested by the District. Duration of the agreement for each assignment will be negotiated and documented in the PSP contract for each project-specific assignment.

It is the intention of the District to go forward with this RFQ and selection process, to retain the services of the best qualified professionals for the size of the projects contemplated. Several projects are pending for immediate award.

6.1 Special Instructions to Respondents

The intent of this Request for Qualifications is to establish a pool of qualified and licensed surveyors to perform surveys for the District on an "as needed" basis. Respondents to this request for qualifications should have extensive experience, a knowledgeable background, and qualifications in all surveying areas, however the prime area of need is land surveying.

When a need for surveying services arises, the department (or purchasing) may solicit quotes from the

members of the panel. Among the factors to be considered in the quotes are: price, completion date, and previous experience. A department need not obtain more than one quote from the pool of qualified surveyors.

There will be two phases to this RFQ. In the first phase, submittals will be examined to ascertain responsiveness and responsibility. Each firm that meets those criteria will be placed on the District’s official pool of qualified surveyors.

In the second phase, when District needs a survey, one or more firms on the approved roster will be contacted. At this point factors such as availability, expertise and price will be obtained. Details are provided below.

ESTIMATED QUANTITY OF SERVICES - The size and quantity of a project assigned to the successful PSPs will vary depending on project need, schedule, PSP’s work load, and availability of funding. It is anticipated that multiple PSP’s will be contracted to provide professional services; however, there is no guarantee of the award of any assignments. Project-specific assignments will be made to PSP with IDIQ agreements as the need occurs based on the PSP’s respective area of experience and its ability to support the project with proper staffing in the geographical area of the project.

Initiation of projects is based on need and funding. Project size and quantity have not been defined. When there is more than one project of similar size, complexity, and general location (unless there is an advantage to the District) an effort will be made to avoid use of the same PSP for subsequent projects when other appropriately qualified PSPs are available. Each PSP with an IDIQ agreement may have a different volume or number of project-specific assignments, if any, since need and available funding may vary.

ESTIMATES - The respondent may be required to visit the potential job-sites and submit accurate quotations before the work is authorized. If the quotation is accepted and the work is performed, the contractor’s invoice shall not exceed the quote. Quotations must be provided within five business days of request. All quotations are to be accompanied by a list of any subcontractors to be employed for the job. Quotations must show the approved labor and material rates.

EVALUATION - This is a two phased process. In this, the first phase, firms will be qualified to be on District’s roster of approved surveyors. Responses shall first be examined for responsiveness and responsibility. Responsiveness concerns whether the submittal meets the requirements of the solicitation document. Responsibility deals with the issue of whether or not the respondent has the capabilities to successfully complete the tasks detailed herein.

Once your firm is on the roster, as needs arise, the District will contact firms listed on the roster. At that time, responses shall be evaluated on:

Evaluation Criteria	Maximum Points
Credentials of project team, particularly as related to prior work of this nature (i.e., resumes of key personnel who will perform the work and references).	30
Size of staff	25
Firm’s experience	25
Demonstration of understanding of task and requirements as depicted in proposal	5
Guaranteed response time	15

LICENSING REQUIREMENTS - All work shall be performed under and sealed by a certified land surveyor licensed in the State of Texas. All documents submitted shall bear the surveyor’s seal and Certification to that effect.

NOTICE TO PROCEED - All work shall be authorized in writing and/or confirmed by the District via purchase orders after completion of a task orders. The task order is the detailing of the work to be

completed and may be used as a tool to establish pricing.

OWNERSHIP OF PRODUCTS - All surveys and related information, compilation of notes, field survey notes, work sheets, and any and all interim and final products and materials shall be the sole property of the District. The District may reproduce the drawings without modifications and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the surveyor.

PROFESSIONAL QUALIFICATIONS - (a) Your team members may be either full time employees or subcontractors, (b) Professional Designation or Certification by a national organization is required, (c) State Certification /License/Registration for surveying is required for each person listed in the proposal. The certification must be active, (d) Registered Professional Land Surveyor, and Land/Structural Appraisers.

SUBCONTRACTORS – The prime firm may subcontract, however, the subcontract is held to the same standards as the prime (i.e. insurance requirements, industry certifications, etc.). The District may ask for proof and verification of the subcontractor’s ability to perform the services and will require approval by the District before work may begin.

RESPONSE TIME - Generally, firms must be available for projects on very short notice; generally, a maximum of two weeks will be considered a reasonable project initiation time unless notified otherwise.

6.2 Service Area

Proposed work may occur at any of the easement, potential easement, land acquisition or sale, well, pump station or any other property located in Bexar County, Atascosa County, Medina County or Comal County service areas under the purview of the District. The Districts service areas include many small municipal cities and counties that may have various ordinances, codes or laws.

6.3 Scope of Work

All contracted and awarded firms will be required to perform the minimum for each type of survey.

MINIMUM REQUIREMENTS FOR BOUNDARY SURVEY PLAT:

- a. Accuracy certification - certification of closure error before adjustment, orientation, registration, and completeness of work.
- b. Inset map 1 inch = 1,000 feet, showing the general relationship of the property surveyed to surrounding areas.
- c. The location of all roads; centerlines of roads, streams, fences; all easements of record; complete length and width identified and described in bearings and distances; all rights-of-way of record; and all monuments (including geodetic control stations), existing and set.
- d. Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles; radius; point of tangency and length of curved lines.
- e. Confirm or furnish a legal description, which conforms to the record title boundaries. Prior to making this survey, the surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, abstracts of title, section line and other boundary line locations in the vicinity. Also give a listing of owners of adjacent property.
- f. Give area in square feet if less than one acre, in acres (to.001 acre) if over one acre.
- g. Note identity, jurisdiction (i.e. city, county, state or federal) and width of adjoining streets and highways, width and type of pavement. Identify intersections (or distance from same), centerlines, curbs, curb cuts, sidewalks, right of ways, utilities and landmarks.
- h. Show encroachments, including cornices, belt courses, etc., either way across property lines.
- i. Describe fences and walls. Indicating height and identifying party walls and locate them with respect to property lines.
- j. Show recorded or otherwise known easements and rights of way; state the owner of each.

- k. Show individual lot lines and lot block number; show street number of buildings if available.
- l. Show zoning of property; if more than one zone, show extent of each, showing zoning of adjacent property and property across the street(s) or highway(s).
- m. Show building line and set back requirements (if any) including any special requirements due to visibility triangles, etcetera.
- n. Note any known or anticipated street widening or adjustments.
- o. If property lies within more than one county, or lies partly within multiple city limits, show the city limit line and/or the county boundary lines.
- p. Multiple copies of plats may be required.

MINIMUM REQUIREMENTS FOR TOPOGRAPHICAL SURVEYS:

- a. All lines of levels shall be checked by separate check-level lines or on previous turning points or benchmarks.
- b. Minimum of one permanent benchmark on site for each four acres; description and elevation to nearest .01'.
- c. Contour errors shall not exceed one half contour intervals.
- d. Plotted location of structures, above and below ground, man-made (e.g. paved areas) and natural fences; all floor elevations and elevations at each entrance of building on the property. Spot elevations as required at other man-made structures (i.e. topography of walls, stairs, et cetera).
- e. Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culvert serving, or on, the property; location of catch-basins and manholes, including inverts of pipe and top of existing pipe. Show the utility district responsible.
- f. Location, size, depth and pressure of water and gas mains, fire hydrants, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property. Show the location of available fire hydrants with main size. Include name of the responsible utility district.
- g. Mean elevation of water in any excavation, well or nearby body of water.
- h. Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding.
- i. Extent of watershed onto property.
- j. Perimeter outline of thickly wooded areas. Identify isolated trees of four inch caliper and over. Show signs and poles. Separate trees of six inch caliper or greater. Indicate species.
- k. For existing slopes in excess of five percent show topography with contours at two feet intervals based on USGS datum from benchmarks. For slopes less than five percent, show topography with contours of one foot intervals. Show spot elevation at high and low points of site. Provide elevations at streets, benchmarks, and lot corners.
- l. Determine and indicate the following information-CLT map number, zoning map number and flood map number.
- m. Location and characteristics of power and communications systems, both above and below grade.

MONUMENTS DESCRIPTION AND PLACEMENTS:

- a. County boundary monuments - bronze plate markers with "BexarMet Water District" and date, bedded in concrete markers.
- b. Local property monuments - typically iron pipe monuments.
- c. Where no monuments exists, set permanent iron pins or other suitable permanent monuments at property corners, drive pin into the ground adequately to prevent movement, mark with wooden stake; state on the drawing whether corners were found or set and describe each.

SERVICES

All proposals must be made on the basis of and either meet or exceed the required surveying services described herein. The surveyor or firm shall be responsible for performing the following tasks:

- a. The surveyor shall provide routine professional survey consulting.
- b. Small lot and tract boundary surveys. The surveyor shall conduct routine boundary surveys, including research required and monument placement as required, for tracts up to 100 acres in size.
- c. Detail surveying. Surveyor shall show topography, utilities, right of ways, easements, et cetera.

- d. Right of ways. Surveyor shall show right of ways in relationship to roads and other designated parcels of land.
- e. Easements. Surveyor shall show easements in relationship to roads and other designated parcels of land.
- f. Construction site surveying. The surveyor shall provide construction site surveys (lay-out). The surveying activity is for the purposes of easement locations, elevation determinations, proposed structure locations, centerlines of roads, and similar items. The surveyor shall be required to establish a vertical and horizontal benchmark as part of these services, as described in the approved site and/or subdivision development plans.
- g. Land development procedures. Surveyor shall assist county in governmental functions such as Application (and procedures) for applying for the sub-division of parcels of land.
- h. Construction quantity surveying & verification. Surveyor shall perform all surveying required to verify as-built conditions or quantity of materials (i.e. excavation unit quantity, materials) for county.
- i. Re-subdivision processes.

SURVEYS SHALL BE PREPARED AS FOLLOWS

- a. To meet all requirements of City, County, other local, State, Federal or governing ordinances (where applicable).
- b. To meet all requirements of the State of Texas.
- c. To meet all generally accepted principles of professional surveying.
- d. Have an after-adjustment, before error distribution, closure error of less than one part in 10,000.
- e. Work scope to include recordation tasks and related costs.
- f. Showing the north arrow, magnetic and true. There must be an adequate tie down to existing road intersections so as to adequately locate the boundary.
- g. Include legend symbols and abbreviations used on the drawings.
- h. All information as requested by specific task requirements.

SURVEYS SHALL BE PRINTED

- a. Surveys shall be produced on scale-stable reproducible polyester film {mylar}, which has a thickness of .004 mil, at one of these scales:
 - ✓ One inch equaling ten feet
 - ✓ One inch equaling twenty feet
 - ✓ One inch equaling fifty feet
 - ✓ One inch equaling one hundred feet
 - ✓ Or other scales as may be requested
- b. The District shall determine which scale to use for each project.
- c. Surveyor shall provide all land record research, as required or as negotiated in special problem areas.
- d. Sheet size shall be 36 inches wide by 24 inches high with a 5 inch right margin, unless otherwise requested.
- e. All information shall be on one drawing if practical, use match lines if more than one sheet is required.

ATTACHMENT "A"- RESPONDENT QUESTIONNAIRE

Respondents shall submit a complete Response to each of the items listed below. Responses requiring additional space should be brief and submitted as an attachment to the Response package. Respondent should reference each Response by its item number indicated below.

1. Respondent Profile

Legal name of Respondent:

Address of office that would be providing service under the Contract:

Number of years in business: _____

Type of Operation: Individual: _____ Partnership: _____ Corporation: _____

State of incorporation: _____

Number of employees: _____

Name of Parent Corporation, if any: _____

NOTE: If Respondent is a subsidiary, BexarMet prefers to enter into a contract or agreement with the parent corporation or to receive assurances of performance from the parent corporation.

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ATTACHMENT "B" – BUSINESS OWNER INFORMATION

OWNER STATUS (Check applicable boxes)

BUSINESS NAME: _____

MALE/FEMALE

- Male
 Female

ETHNICITY

- White
 Hispanic
 Asian Pacific
 Sub-Continent Asian
 Black/African American
 Native American
 Other Ethnicity _____

PHYSICAL CONDITION

- Disabled
 Not Disabled

ENTERPRISE SIZE

- Small Business
 Large Business

BUSINESS STRUCTURE

- Sole Proprietor
 Partnership
 LLC
 Public Corporation
 Private Corporation
 Non-Profit Organization

FEDERAL TAX ID #: _____

SUBCONTRACTORS

- None. No subcontractor(s) will be used to complete this contract.
 Yes. Complete ATTACHMENT "H"

CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)

BexarMet will identify a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. BexarMet will accept certification from various agencies, [i.e. local (www.sctrca.org), State of Texas (www.tbpc.state.tx.us), Federal (www.sba.gov or www.va.gov/OSDBU), and the private sector (www.cstmhc.org or www.wbea-texas.org)]

Certifying Agency: _____ REG #: _____ Expiration Date: _____
 SBE MBE WBE DBE 8(a) Veteran

BEXAR-MET SOLICITATIONS

BexarMet solicitations are available at www.bexarmet.org. Click on "Business Center", and then click on "Open Bid Opportunities." Solicitations may be accessed through the BexarMet Website referenced above, or directly at www.TexasBidSystem.com.

NOTICE RECEIPT

BexarMet is interested in providing the best service possible to our customers in the most efficient manner possible. In order to continue that service, your completion of the appropriate blocks below will assist us.

HOW DID YOU RECEIVE NOTICE OF THIS SOLICITATION?

- _____ Newspaper advertisement. Company subscribes to newspaper: ____ Yes ____ No
_____ Newspaper name _____
_____ BexarMet website
_____ Texas BidSystem website
_____ Facsimile, Email
_____ BexarMet Purchasing Department
_____ Other

ATTACHMENT “C” – EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT’S RESPONSE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE RESPONDENT’S RESPONSE MAY RESULT IN THE REJECTION OF THE RESPONSE.

- A. By signature herein, Respondent represents and warrants that:

Respondent acknowledges and agrees that (a) this RFQ is a solicitation for a Response and is not a contract or an offer to contract; (b) the submission of a Response by Respondent in response to this RFQ will not create a contract between BexarMet and Respondent; (c) BexarMet has made no representation or warranty, written or oral, that one or more contracts with BexarMet will be awarded under this RFQ;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the services it offers;

Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules and regulations; and

Respondent understands (a) the requirements and specifications set forth in this RFQ and (b) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.

If selected by BexarMet, Respondent will provide a copy of their Certificate of Insurance reflecting the insurance companies that are providing coverage and insurance limits for Commercial General Liability, Workers' Compensation, and Professional Liability and Auto Liability within ten (10) business days of award.

All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that BexarMet will rely on such statements, information and representations in selecting the successful Respondent. If selected by BexarMet, Respondent will notify BexarMet immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

Respondent offers and agrees to furnish the products, services, and price more particularly described in its Response to BexarMet and complies with all terms, conditions, requirements and specifications set forth in this RFQ.

- B. Respondent affirms that it has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted Response or any resulting contracts, and the Respondent may be removed from all Response lists at BexarMet.
- C. Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, *et seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the Response made to any competitor or any other person engaged in such line of business.
- D. Respondent certifies that the individual signing this document and the documents made a part of this RFQ, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent’s Response.
- E. Respondent shall and has disclosed, as part of its Response, any exceptions to the certifications stated in the

Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time BexarMet makes an award or enters into any contract or agreement with Respondent.

F. Respondent shall complete the following information:

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

If Respondent is a Corporation, then State of Incorporation: _____

If Respondent is a Corporation then Respondent's Corporate Charter Number:

Respondent's Street Address _____

City, State, Zip Code _____

Telephone Number _____

FAX Number _____

EMAIL Address _____

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ATTACHMENT "D" – ACKNOWLEDGEMENT OF ADDENDA

Project Name: Professional Surveying Services

Solicitation No. **RFQ 2011-031**

Acknowledgement by Respondent:

Each Respondent is requested to acknowledge receipt of all addenda by their signature, affixed hereto, and to file same with and attach to their response to this RFQ.

These addenda are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the RFQ documents. All Respondent(s) **MUST** acknowledge receipt of these addenda by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their Response.

Addendum No.	Date Issued	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under.

Primary Project Manager Signature

Date

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ATTACHMENT “E” – CONFLICT OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, Respondent shall submit a Conflict of Interest Questionnaire as detailed below:

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within seven (7) business days of:
 - A. Beginning contract discussions or negotiations with BexarMet; or
 - B. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with BexarMet.
2. A person required to file a conflict of interest must file an updated questionnaire not later than September 1st of each year that a contractual relationship or negotiation is pending with BexarMet.

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to Bexar Metropolitan Water District Office, located 2047 W. Malone, San Antonio, TX 78225, attention: Karen Guerrero, Purchasing Manager.

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For Respondent or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY
Date Received

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of the person or entity doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire

(This law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate).

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

ATTACHMENT “F” – REFERENCE LETTERS

Respondent shall provide customer reference letters of no less than three (3) organizations with whom Respondent currently has contracts with and/or has previously (within the past five years) provided Professional Surveying Services of a type and scope same/similar to those required by BexarMet.

Letters shall include the customer’s company name, contact person, telephone number, email address, project description, length of business relationship, and background of services provided by Respondent. Letter must be provided on the reference agency’s letterhead.

NOTE: If letters are not available in time to submit with your response, please provide the information in a readable format that included all the pertinent information requested.

BexarMet would prefer customers that are local government, Water Utilities Districts, River Authorities, Utility Districts, or Wastewater District references. However, references may include any state or federal customers where same/similar services were performed

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ATTACHMENT "G" – INDEMNIFICATION STATEMENT

TO THE FULLEST EXTENT ALLOWED BY LAW, BEXARMET COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, LIENS, ATTORNEYS' FEES, AND EXPENSES ARISING FROM THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF BEXARMET RELATED TO THIS CONTRACT WHICH CAUSES THE DEATH OF, INJURY TO, OR DAMAGE TO THE PROPERTY OF ANY PERSON. BEXARMET FURTHER AGREES TO INDEMNIFY CONTRACTOR AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, LIENS, ATTORNEY'S FEES, AND EXPENSES ARISING FROM FALSE OR MISLEADING REPRESENTATIONS MADE BY BEXARMET MANAGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS BEXARMET, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, LIENS, ATTORNEYS' FEES AND EXPENSES ARISING FROM:

- (i) THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR RELATED TO THIS CONTRACT WHICH CAUSES THE DEATH OF, INJURY TO, OR DAMAGE TO THE PROPERTY OF ANY PERSON;
- (ii) THE FAILURE OF CONTRACTOR TO PAY WHEN DUE ANY SUBCONTRACTOR, SUPPLIER, MATERIALMAN, EMPLOYEE OR OTHER PERSON FOR WORK PERFORMED IN CONNECTION WITH THIS CONTRACT; OR
- (iii) THE FAILURE OF THE CONTRACTOR TO SECURE THE TIMELY RELEASE OF ANY LIEN OR ENCUMBRANCE ON ANY SUPPLIES OR EQUIPMENT TO BE CONVEYED TO BEXARMET HEREUNDER.

IF THE PARTIES ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT, AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO INDEMNIFY THE OTHER FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER.

THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE BEXARMET IN WRITING OF ANY CLAIM OR DEMAND AGAINST EITHER PARTY KNOWN TO CONTRACTOR RELATING TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.

ACKNOWLEDGING INDEMNIFICATION REQUIREMENTS

RESPONDENT hereby acknowledges and accepts and will comply with the indemnification requirements described herein.

Printed Name of Authorized RESPONDENT
and Title

Signature and Date

ATTACHMENT "H" – SUBCONTRACTING PLAN

Complete this form for each subcontractor proposed for the project. You must notify the BexarMet Purchasing Manager and the BexarMet Project Manager in the event there are any changes to the subcontractors. Any changes, additions, or deletions in subcontractors must be approved in writing by BexarMet.

PROJECT NAME: **Professional Surveying Services** RFQ No: **RFQ 2011-031**

PRIME CONTRACTOR'S NAME: _____

SUBCONTRACTOR INFORMATION

Name of Subcontractor: _____ Federal Tax ID: _____

Contact Person at this Company for the duration of the project: _____

Telephone: _____ Cell Phone: _____

Fax: _____ E-mail Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

MALE/FEMALE

- Male
- Female

ETHNICITY

- White
- Hispanic
- Asian Pacific
- Sub-Continent Asian
- Black/African American
- Native American
- Other Ethnicity _____

PHYSICAL CONDITION

- Disabled
- Not Disabled

ENTERPRISE SIZE

- Small Business
- Large Business

BUSINESS STRUCTURE

- Sole Proprietor
- LLC
- Public Corporation
- Private Corporation
- Non-Profit Organization

Is this firm certified?

___ Yes (Attach Certificate from each agency and each type of certification even if not listed above).

___ No, not certified.

___ Certification is Pending with ___ HUB (State of Texas) ___ SCTRCA ___ Other Agency

SERVICES TO BE COMPLETED BY THIS SUBCONTRACTOR	CONTRACT % AMOUNT FOR THIS LINE ITEM

ATTACHMENT "I" – SUSPENSION/DEBARMENT CERTIFICATION

All Respondents must complete this form and return with response package:

I, the undersigned agent for the firm named below, certify the organization and its principles are not listed on any federal, state or local (i.e. GSA/HUD/GOA/TDHCA/ State of Texas) list of debarred, suspended and ineligible contractors and grantees.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

ATTACHMENT "J" – FAIR LABOR STANDARDS ACT CERTIFICATION

All Respondents must complete this form and return with response package:

I, the undersigned agent for the firm named below, certify the organization and its principles adhere to the Department of Labor Standards Act and meet all equal employment, and affirmative action non-discrimination regulations.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

ATTACHMENT "K" – INSURANCE REQUIREMENTS

All Respondents must complete this form and return with response package:

I, the undersigned agent for the firm named below, certify the organization is able if awarded a contract for the services requested in this bid document, will be able to provide stated insurance certificates and documentation.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____