



SOLICITATION NO: R-14-015-DB
RELEASE DATE: October 17, 2014

REQUEST FOR PROPOSALS

REAL ESTATE BROKERAGE SERVICES

Deadline: November 18, 2014 @ 2:00 PM Central Time

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I. Project Information

A. Objective

The San Antonio Water System (SAWS), Corporate Real Estate Department (hereinafter referred to as "CRE") is pursuing Request for Proposals (RFP) of Real Estate Brokerage Services to provide for a broad range of real estate brokerage services in connection with SAWS' real estate needs related to a wide range of property types such as rural ranch properties, pre-development properties, one residence, one light industrial property, and numerous vacant lots in Bexar and surrounding counties. Services will include activities such as property marketing and disposition. The selected Respondent(s) will assist SAWS in realizing the following real estate services related goals: maximize revenue to SAWS, minimize SAWS' liability, and provide for the highest and best use of SAWS' assets and resources.

Projects will be assigned on an as-needed basis over the term of the contract to be entered into with the selected Respondent(s). The term of these contracts will be for one (1) year initial term with two (2), 1-year options to extend, for a total contract period of three (3) years for each awarded contract.

B. Scope of Services

The selected Respondent(s) will provide real estate brokerage services, to include: 1) real estate consulting services; 2) marketing SAWS owned properties in accordance with Chapter 1101, Texas Occupation Code; 3) listing SAWS' properties on the San Antonio Board of Realtors (SABOR) Multiple Listing Service (MLS) for a minimum of 30 days; 4) providing information resources at no charge to SAWS including internet subscription access to Costar; the quarterly San Antonio Real Estate Journal's Commercial Real Estate Report and the REOC Partners Quarterly office and Retail reports for the entire San Antonio market; and 5) providing information on market trends to assist CRE in real estate decision making.

Services, which will be provided for SAWS as Owner in disposing of property, will include, but not be limited to:

- A. Marketing – Develop and implement marketing plans to sell SAWS owned property within reasonable timeframes on terms favorable to SAWS. Provide necessary support to the marketing plan including appropriate staff, marketing materials, brochures, advertising, cold calling, etc. All marketing plans are to be in accordance with Chapter 1101, Texas Occupation Code, and include at a minimum of 30 days of being listed on the SABOR MLS.
- B. Inspection/On-Site Visits – Arrange tours/site visits as owner's representative for prospective buildings/properties as requested by SAWS or interested buyers for SAWS properties that are for sale.
- C. Market and Comparative Analysis – For general information, prepare summaries of real estate market trends in San Antonio and the region. For specific assignments, prepare matrices outlining the key economic and non-economic terms and conditions for each property, including net present value/comparable valuation system analysis.
- D. Negotiations – Solicit purchase proposals for the prospective property. Provide assistance, as requested by CRE, with post-contract due diligence requirements and closing.
- E. Purchase Documentation – Maintain complete records of all projects. At the completion of transactions, transfer all documents to CRE.
- F. Performance and Reporting – Work to sell property according to established goals for marketing activity and sales based on each assigned Project. Prepare and submit quarterly reports, or as requested, reflecting performance related to the established goals for each assigned Project.

- G. Development of Property Strategy and Consulting Services – Conduct studies and analysis to develop a strategy for the use and disposition of SAWS surplus property. Provide real estate consulting services on SAWS properties as needed by SAWS.
- H. Terms of Service Agreement: This is a one (1) year contract with the option of two (2) one-year renewals by SAWS subject to and contingent upon Board approval.

C. Additional Requirements

- o Be licensed as a Real Estate Broker as defined under Chapter 1101, Occupations Code
- o Be competent to testify at any legal proceeding to include court testimony.
- o The Firm(s) must name one individual as coordinator or primary contact to resolve all issues that may arise during the term of the contract and this individual shall be available to attend meetings and make presentations as requested by SAWS.
- o At SAWS' request, Firm(s) shall allow SAWS or its designee to audit any and all files maintained by Consultant without notice.

D. Estimated Timeline – The dates listed below are subject to change without notice.

October 17, 2014 RFP Released
 November 4, 2014 by 4:00 PM Central Time Receipt of Written Questions Due
 November 7, 2014 by 4:00 PM Central Time Q & A Posted to Website
 November 18, 2014 by 2:00 PM Central Time Proposals Due
 November 19, 2014 to December 1, 2014..... Proposals Evaluated
 December 1, 2014.....Recommended Firm(s) Notified
 January 6, 2015 SAWS Board Consideration and Award
 January 6-7, 2015 Non-Selection Notices mailed
 January 15, 2015 Start Work

II. Selection Process

A. Selection

1. The San Antonio Water System (SAWS) Selection Committee will evaluate and rank the proposals according to a numerical scoring system based on the responses to the evaluation criteria listed below in Section II.C. Those firms deemed most qualified by the Selection Committee will be recommended for award. The Selection Committee may select one or more firms to be interviewed, based wholly on qualifications. The successful firm may expect notification on or about 12-01-2014.

B. Interviews

In the event that interviews are deemed necessary, the Respondents will provide a brief presentation to the Selection Committee summarizing the firm's qualifications and project approach and answer any questions posed by the Selection Committee members.

C. Evaluation Criteria Summary

Respondents not providing a response to each of the criteria listed in this RFP shall be considered non-responsive and ineligible for consideration.

Evaluation criteria are listed in order of priority:

- o Evaluation of Background, Experience and Qualifications of Prime Firm (including Co-Respondent, Joint Venture Party or Partner and Subconsultants) as well as key personnel 35 pts
- o Project Management Approach 30 pts
- o Team’s Experience with San Antonio Region Issues 20 pts
- o Adherence to Affirmative Action and Small, Minority and Woman Business (SMWB) participation (Exhibit “B” Good Faith Effort Plan) 15 pts

III. Communication

A. Restrictions

1. Respondents or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - o City Council members (as defined by the City of San Antonio Ethics Code),
 - o City Council member’s staff, and
 - o San Antonio Water System (SAWS) Board of Trustees regarding the RFP from the time the RFP is released until it has been acted upon by the Board of Trustees.
2. Respondents or their representatives are prohibited from communicating with SAWS employees regarding this RFP, except as provided under “Technical Questions,” from the time the RFP is released until the contract is awarded.
3. This includes “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondents.
4. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent’s proposal from consideration.

B. Pre-Submittal Conference

A Pre-Submittal Conference is not scheduled for this RFP.

C. Technical Questions

1. Respondents may submit technical questions concerning the services in this RFP in writing. Electronic inquiries by e-mail or fax will be accepted. The Contact Person for this project is:

David Benites
Contract Administration
San Antonio Water System
Customer Center Building
2800 U.S. Hwy 281 North, Suite 171
San Antonio, TX 78212
Email: dabenites@saws.org
Fax to 210-233-3849

2. Questions regarding this RFP received after 4 PM Central Time on November 4, 2014 will not be answered in order to allow ample time for distribution of answers and/or addendums to this RFP.
3. Answers to the questions will be posted on the SAWS website by 4 PM Central Time on November 7 2014.

D. SMWB Questions

1. Respondents and/or their agents may contact Marisol V. Robles, SMWB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman Business (SMWB) Program policy and/or completion of the *Good Faith Effort Plan*.
2. Exhibit "B" contains the required forms in order to respond to this RFP.

E. Submittal or Status Questions

1. For questions regarding this solicitation please contact David Benites, Contract Administrative Specialist, via e-mail at dabenites@saws.org or by fax at 210-233-4808.
2. To check the status of an RFP after the due date, visit our website located at www.saws.org, select Business Center, Contract Solicitations, then select Archive, scroll down to locate the RFP and select more. The RFP status is located under the due date.
3. If the website does not provide sufficient information, please call David Benites, Contract Administrative Specialist at 210-233-3849 for assistance.

IV. Submitting a Response

A. Deadline

Proposals are due no later than 2:00 PM Central Time on November 18 2014.

B. Submission

1. Submission of Proposals – Submit the proposal in CD Format and hard copies. The CD must be an exact duplicate of the entire Proposal as submitted, to include all signatures, and be encased in a paper CD envelope, clearly marked with the RFP information.
2. One (1) hard copy shall be clearly marked as “**ORIGINAL**” on the document cover and on signature sheet. Seven (7) copies must be submitted as well. The CD, original and all copies should be submitted in a sealed package, with the project information and due date and time clearly identified on the outside of the package.

San Antonio Water System
Attn: Contract Administration
Customer Center Building
2800 U.S. Hwy 281 North, Suite 171
San Antonio, Texas 78212

3. Responses submitted via any form of electronic transmission, such as electronic mail, or facsimile, will not be considered.
4. If the submittal to this RFP is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submittals are delivered to the exact location by the date and time specified.

5. If submission is by personal delivery, allow at least fifteen (15) minutes for check-in with the guard. SAWS map is attached.
 6. Responses are limited to a maximum of twenty five (25) pages per proposal. A single side equals to a single page. **Required forms do not count toward the page limit.** Required forms are the Submittal Response Checklist, Respondent Questionnaire, W-9 form, Insurance requirements, Good Faith Effort Plan, SCTRCA Certificates and the Conflict of Interest Questionnaire. The Cover Page and tabs do not count towards the page limit.
 7. Responses should be clear, concise, and complete. They should be submitted using an 8 ½” by 11” portrait format. Illustrations, if required, may be submitted on 11” by 17” sheets and will count **as two (2) pages**. These pages **will** count towards the page limit amount of twenty five (25) pages.
 8. Responses must be **securely** bound by any means **except** by 3-ring binders, metal bindings and paper/binder clips.
 9. By submission of a response, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks as required.
- C. Response Format - The response shall be organized as follows, and each section shall be titled accordingly:

1. Submittal Response Checklist

Complete and include the Submittal Response Checklist within the proposal. Verify that the checklist is signed and that all documents on the checklist have been included with the proposal.

2. Respondent Questionnaire

The Respondent Questionnaire captures general information regarding the firm submitting a proposal in response to this RFP. It also includes acknowledgements for the attached exhibits and addendums. The questionnaire is a required submittal and must be completed and included in the proposal.

3. W-9 Form

Please submit a completed and signed W-9 Form with your proposal. Please go to <http://www.irs.gov/formspubs/index.html?portlet=3> to download the form, if needed. Please also include an email address or fax number for the firm.

4. Evaluation of Background, Experience and Qualifications of Prime Firm (including Co-Respondent, Joint Venture Party or Partner and Subconsultants) as well as key personnel.

In these criteria, SAWS will consider the relevance of past experience for all parties proposed as a part of the team. Respondents should carefully review the Background and Scope of Services included in this solicitation to best determine what projects should be highlighted and explained in order to obtain the most points for its response to this section.

Required Documents are a) project sheets and b) resumes.

a) Project Sheets:

Provide a list of at least three (3) current and/or previous projects in the last five (5) years, in which the Respondent has performed marketing and sales services, similar to those sought in this solicitation. This list should include:

- o Name of Seller
- o Location (city and state)
- o Days on Market
- o Respondent's role in project
- o Reference contact to include name and phone number

b) Resumes:

Resumes of Key Personnel (Resumes do not count as a part of the page limit).

Provide an organizational chart identifying each team member and their role in providing the scope of services and a resume of not more than one (1) page per person on the capabilities, experience and qualifications of each key team member. Resumes should include the key team member's name, title, education, brief overview of professional experience, and qualifications of the team member, License type (if applicable) and number of years licensed, other real estate designations, certifications, or professional affiliations.

- Number of years employed with the Firm
- Number of years of experience in proposed role

5. Project Management Approach

This information should include the firm's proposed organizational structure and availability of labor resources (capacity to perform) in executing the firm's effort. The firm shall submit information in a brief narrative plan that clearly and concisely describes the organization and approach to project management and execution.

- a) Describe your firm's project management approach and team organization for the provision of the services outlined in this RFP.
- b) Describe your firm's approach and ability to coordinate work with all stakeholders.
- c) Describe your Team's Quality Control/Quality Assurance Process, approach and capabilities to maintain quality control of the services outlined in this RFP.
- d) Describe your approach to assuring timely completion of projects or tasks, including methods for schedule recovery, if necessary.
- e) Describe your approach to marketing and selling vacant, underutilized properties.
- f) Describe your approach to marketing and selling ranch properties.
- g) Describe your firm's marketing plan for the services outlined in this RFP.
- h) Describe your firm's customer service philosophy and how that philosophy will be applied to the requested Scope of Services.

6. Team's Experience with San Antonio Region Issues

- a. SAWS is interested in evaluating the firm's experience with San Antonio issues, as may be evidenced by work in the San Antonio and surrounding area during the past five (5) years. In narrative form, briefly (3 pages or less) describe experience in the following areas and reference projects relating to that experience. Note: You may reference projects included in project sheets under Criteria listed in IV.C.4. or include other projects, but no additional project sheets should be provided for these criteria.

1.1 Firm's experience with public entity clients within the San Antonio or surrounding area or nationally;

1.2 Firm's understanding of San Antonio issues/trends related to the San Antonio area real estate market;

1.3 SAWS real estate conditions and constraints;

1.4 Public awareness and involvement in project development in the local area as it relates to the services in this RFP.

b. A portion of the scoring for these criteria will be based on documentation or experience with City and/or SAWS projects. SAWS will consider the history of the firm in complying with project programs, schedules, and budgets on previous City of San Antonio and/or SAWS projects. No items shall be submitted by the respondent for this criterion. Specific items for consideration may include, but are not limited to:

- Timely completion of projects;
- Cooperative working relationship with the SAWS;
- Prompt payment of subconsultants at all levels;
- Compliance with other contract terms;
- Provided contracting opportunities for small minority and women-owned businesses.

V. Other Required Documents to Submit

A. Exhibit "A" – Insurance Requirements and Proof of Insurability

1. Respondent shall submit a copy of a Certificate(s) of Insurance giving evidence of the various lines of Respondent's commercial insurance coverage currently in force. Respondent should review the SAWS website at the following link: http://www.saws.org/business_center/contractsol/forms.cfm for instructions on how to prepare the certificate of insurance.
2. If awarded a contract under this RFP, verification and tracking of insurance compliance throughout the life of the contract will be performed through the services of Ebix BPO (See Exhibit A).
3. The final negotiated contract price will determine the final limits on Professional Liability Insurance Coverage.

B. Exhibit "B" – Good Faith Effort Plan (GFEP) Policies on Equal Employment Opportunity and SMWB

1. Equal Employment Opportunity Requirements - SAWS highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information.

The SAWS Board of Trustees has adopted a policy to establish and oversee a program that will support the inclusion of small, minority and woman-owned businesses (SMWB). It is the policy of SAWS that it will ensure that small, minority, and woman-owned businesses have an equal opportunity to receive and participate in SAWS contracts. It is our policy to:

- Ensure nondiscrimination in the award and administration of SAWS contracts;
- Create a level playing field on which SMWBs can compete fairly for SAWS contracts;
- Ensure that only firms that attempt to meet small, minority, and woman-owned business good faith efforts are considered for contract awards.

Respondent's commitment to SAWS SMWB policy will be based on meeting or exceeding the minimum SMWB goal of 25%. The minimum goal is based on the total contract value. Points will be awarded based on the formula below:

- Minority and Women Owned Firms primes
 - Awarded 15 points
 - Small Business Enterprises (SBEs) primes
 - Award 5 points plus,
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
 - Non-SMWB primes
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
2. All SMWBs responding to SAWS solicitations as either prime or subcontractors, consultants, or vendors will require certification as an SMWB. SMWB certification will be accepted from The South Central Texas Regional Certification Agency (SCTRCA), the Texas Historically Underutilized Business (HUB) Program, or federal SMWB designation as found in the System for Award Management "SAM" website at www.sam.gov. In order to comply with the SMWB goal in the GFEP, all firms submitted as SMWB must provide a copy of their certification certificate.
 3. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Respondent has subcontracted or anticipates to subcontract, including any future contract amendments. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
 4. The Respondent agrees to employ good faith efforts to carry out this policy through award of subconsultant contracts to SMWBs to the fullest extent possible.
 5. The SAWS GFEP will be used for scoring purposes based upon SMWB participation. However, all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP for the information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "B." This form is required and considered part of the response to the RFP. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.
 6. The successful respondent will be required to report actual payments to all subcontractors, in, utilizing the Sub-contractor Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract). This information will be utilized for subcontractor utilization tracking purposes. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

Web Submittal of Subcontractor Payment Reports

The Contractor is required to electronically submit subcontractor payment information using the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, accessed through a link on SAWS' "Business Center" web page. The Contractor and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may be accessed through the following internet address: <https://saws.smwbe.com/>

Training on the use of the system will be provided by SAWS. After the prime receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan..

C. Exhibit "C" - Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS.

The CIQ will be submitted as part of the response to this RFP from SAWS. The CIQ is attached as Exhibit "C", or is available from the Texas Ethics Commission at www.ethics.state.tx.us.

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this RFP.

D. Exhibit "D" – Security Procedures Acknowledgement

The Security Procedures are attached as Exhibit "D". Respondent must acknowledge the requirements of this exhibit on the Respondent Questionnaire Form.

E. Exhibit "E" – Sample Contract Acknowledgement

The Contract terms and conditions are attached as Exhibit "E" for review purposes only. Respondent must acknowledge the contract terms and conditions on the Respondent Questionnaire. If Respondent has exceptions to the terms and conditions, they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying the Respondent Questionnaire Form.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

VI. Requests for Feedback

Firms not selected for a contract award may request feedback in the form of their score analysis for this solicitation within thirty (30) days of SAWS Board of Trustees award. Requests for feedback after thirty (30) days of award will not be granted.

VII. Other Requirements

A. Other key requirements that should be noted are as follows:

1. Unresolved issues with SAWS may affect your competitiveness.
2. All contracts will require the provision for a "Right-to-Audit" clause.
3. SAWS shall retain the right to approve or disapprove any changes/variances of proposed sub-consultants and their related percentage of work "as proposed" from the original submittal form of the selected Respondents.

B. SAWS reserves the right to:

1. Reject any and all proposals received;
2. Issue a subsequent RFP;
3. Cancel the entire RFP;
4. Remedy technical errors in the RFP process;
5. Negotiate with any, all, or none of the Respondents to the RFP;
6. Accept the written proposal as an offer;

7. Waive informalities and irregularities;
 8. Accept multiple proposals;
 9. Make multiple recommendations to the Board;
 10. Contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by SAWS.
-
- C. All responses and their contents will become the property of SAWS.
 - D. SAWS will not reimburse Respondents or sub-contractors for any costs associated with any travel and/or per diem incurred in any presentations associated with the selection process.
 - E. This RFP does not commit SAWS to enter into a Letter of Engagement, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a Letter of Engagement.
 - F. To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.

To access the SAWS Customer Center building:

From northbound U.S. 281:

Take the St. Mary's St. / Mulberry Ave. exit. Continue on the access road through two traffic lights, crossing St. Mary's and Mulberry.

After crossing Mulberry, the SAWS Administrative office is the second office building on the right. The parking lot and main entrance are located on the west side of the building.

From southbound U.S. 281:

Take the Mulberry Ave. / St. Mary's St. exit. Before crossing Mulberry take the turnaround under U.S. 281.

Traveling northbound on the access road, the SAWS Administrative office is the second office building on the right. Turn right into the final driveway before the access road crosses over U.S. 281. The parking lot and main entrance are located on the northside of the building.



SUBMITTAL RESPONSE CHECKLIST

Project Name: Real Estate Brokerage Services

Use the checklist to ensure that the proposal is complete by checking off each item included with your response. Sign and date this form and include this page with each proposal.

- Respondent Questionnaire
- Completed and signed W-9 Form, and include email address or fax number
- Evaluation of Background, Experience and Qualifications of Prime Firm (including Co-Respondent, Joint Venture Party of Partner and Subconsultants) as well as key personnel
- Project Management Approach
- Team's Experience with San Antonio Region Issues
- Copy of Current Certificate of Liability Insurance and Respondent's commitment letter to provide the lines of insurance coverage required.
- Exhibit "B" – Good Faith Effort Plan
- Exhibit "C" – Conflict of Interest Questionnaire
- CD

I certify that the proposal submitted includes the items as indicated above.

Signature

Date

Printed Name

Title



RESPONDENT QUESTIONNAIRE

PROJECT NAME: _____

Instructions: The Respondent Questionnaire is a required questionnaire. Complete the questionnaire by inserting the requested information. Do not modify or delete the questions.

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

2. **Contact Information:** List the one person who SAWS may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Identify the principal contact person authorized to commit the Respondent to a contractual agreement.

4. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

5. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

6. **Affirmative Action** - Respondent agrees to adhere to the EEO requirements contained in the RFP section V, sub-section B.1.

Yes No If "No", state reason.

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. Provide any other names under which Respondent has operated within the last 10 years.

10. **Litigation Disclosure:** Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required in the Litigation Disclosure questions may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

a. Have you or any member of your Firm or Team to be assigned to this project ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

b. Have you or any member of your Firm or Team to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the San Antonio Water System or any other Federal, State or Local Government, or Private Entity?

Yes No

c. Have you or any member of your Firm or Team to be assigned to this project been involved in any claim or litigation with the San Antonio Water System or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

11. Compliance Agreement:

Nondisclosure. No information obtained by Respondent from SAWS shall be disclosed by Respondent to any third party. In the event Respondent is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Respondent, Respondent shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Respondent.

No Lobbying and Compliance with Law. During the selection process for the project named in this RFP, Respondent agrees to comply with all applicable laws and regulations, including but not limited to restrictions against direct or indirect lobbying of public officials. Respondent agrees not to make or permit to be made any improper payments, or to perform any unlawful acts.

This agreement shall be construed to be enforceable to the maximum extent permitted by law.

Failure to complete this question or comply with its terms may subject this firm to elimination from the selection process at any time.

Does the Respondent agree to the above?

Yes No

- 12. Security Procedures:** Respondent acknowledges having read the security procedures in Exhibit "D" and understands the requirements. Respondent is prepared to perform at their own expense background security checks on their employees, or the employees of their consultants or sub-consultants if requested by SAWS.

Yes No

- 13. Contract Terms and Conditions:** Respondent acknowledges having read the contract attached to this RFP. By responding to this RFP, Respondent agrees to these terms and conditions.

No Exceptions Exceptions If "Exceptions", they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying this questionnaire.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

- 14. Addendums:** Each Respondent is required to acknowledge receipt of all addendums.

None Yes If "Yes", Identify.

The information provided above is true and accurate to the best of my knowledge. Furthermore, we understand that failure to complete the Respondent Questionnaire may subject this firm to elimination from the selection process.

Signature

Date

Printed Name

Title

Exhibit "A"
SAWS STANDARD INSURANCE & CERTIFICATE OF LIABILITY INSURANCE
REQUIREMENTS

1. Commercial Insurance Specifications ("Specifications"):

a. Commencing on the date of this Contract, the CONSULTANT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System ("SAWS") and the City of San Antonio ("the City") and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- 1) **Workers' Compensation (WC)** insurance that will protect the CONSULTANT, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

This **line of insurance coverage** shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under the standard Workers' Compensation insurance policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The **EL** line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **Commercial General Liability (CGL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS, and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Naming SAWS, and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 5) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 in the aggregate **and**, if this line of coverage is written on a "Claims Made" form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

NOTE - For Professional Liability, include in writing on the **Certificate of Liability Insurance** ("Certificate") the coverage form under which the respective line of coverage is written – either:

- **Claims-made form**; if the coverage form declared on the Certificate is the Claims-made form, the "**Retroactive-date**" for this line of coverage must also be included on the Certificate as well; **or**
 - **Occurrence basis** – no additional wording required.
- b. CONSULTANT shall require all Sub-consultants to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Sub-consultants' Certificates of Liability Insurance upon request by SAWS.
- c. CONSULTANT agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
- d. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONSULTANT's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONSULTANT's liability.
- g. These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
- h. Within five (5) calendar days of a suspension, cancellation or non-renewal of any required line of insur-

ance coverage, the CONSULTANT shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.

- i. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of any cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- j. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- k. In addition to any other remedies, SAWS may have, upon the CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the Specifications hereof.
- l. Nothing herein contained shall be construed as limiting, in any way, the extent to which the CONSULTANT may be held responsible for payments for damages to persons or property resulting from the CONSULTANT 's or its sub-consultant's performance of the services covered under this Contract.
- m. It is agreed that the CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- n. CONSULTANT agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "**A-** ("**A**"- minus)" and a **Financial Size Category** of a "**VII**" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Professional Liability line of insurance coverage.

SAWS will accept worker's compensation insurance coverage written by the Texas Workers Compensation Insurance Fund.

- o. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. **Certificate(s) of Liability Insurance ("Certificate") Requirements**

Prior to the commencement of any Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful CONSULTANT pursuant to a Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company's Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a **Certificate(s) of Liability Insurance** ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.5) above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized

representative in strictly compliance with sections 2.g. (**Certificate Holder**) and 2.h. (**Distribution of Completed Certificates**) below.

- c. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.
- d. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. SAWS shall have no duty to pay or perform under Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the Insurance Specifications contained herein by SAWS' Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- f. The SAWS Project/Contract number(s) along with its Descriptor Caption **must be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- g. **Certificate Holder** - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

San Antonio Water System

c/o Ebix BPO

PO Box 257

Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Contract/Project #)*

Portland, MI 48875-0257

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONSULTANT pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERTIFICATE HOLDER ADDRESS SHOWN ABOVE.

- h. **Distribution of Completed Certificates** - Completed **Certificates** shall be distributed by the Consultant as follows:

1) Send Original:

a) By **Mail**:

San Antonio Water System

C/O Ebix BPO

P.O. Box 257

Ref. #107-(Same as the Certificate Holder name/address shown above.)

Portland, MI 48875-0257

b) By **Fax**: 1-517-647-7900

c) By **E-Mail**: CertsOnly@periculum.com

2) Send Copy to the following:

San Antonio Water System

Attention: Contract Administration

P.O. Box 2449

San Antonio, TX 78298-2449

- i. CONSULTANT shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

3. **SURVIVAL**

Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these **Commercial Insurance Specifications and Certificates of Liability Insurance Requirements** are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.



EXHIBIT "B"

**GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS**

FOR

NAME OF PROJECT: _____

SECTION A - PROPOSER INFORMATION:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Email Address: _____ Fax: _____

Is your firm Certified: Yes _____ No: _____ If certified, Certification Number: _____

Type of Certification: _____ SBE _____ WBE _____ MBE

Prime's Percent Participation on this Project _____ %

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

	Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, attach copy of Certification Affidavit
1.				
2.				
3.				
4.				

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements of the RFP specification in the following manner (please check the appropriate space):

_____ The proposer is committed to a minimum of 25% SMWB utilization on this contract.

_____ The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of _____% SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: _____

Title: _____

Phone Number: _____

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

	Name & Address of Company	Scope of Work/Supplies to be Performed / Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.					
2.					
3.					
4.					
5.					
6.					
7.					

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the SMWB Program Manager at the time the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project? ____ Yes ____ No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: _____

Title: _____

Signature: _____ Date: _____

NOTE:

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact Marisol V. Robles, SMWB Manager at 210-233-3420. If the SMWB goal was not met, the SMWB Program Manager will evaluate the "good faith efforts" of the respondent.

DEFINITIONS:

Prime Consultant/Contractor: Any person, firm partnership, corporation, association or joint venture which has been awarded a San Antonio Water System contract.

Subconsultants/subcontractor: Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

Small, Minority and Woman Business (SMWB): All business structures Certified by the Small Business Administration, Texas State Comptroller's Office, or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

Small Business Enterprise (SBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration's (SBA) size standard for a small business within the appropriate industry category

Minority Business Enterprise (MBE): A business structure that is certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. **African American** – Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
- b. **Hispanic American** – persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. **Asian-Pacific American** – persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. **Asian-Indian American** – persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. **American Indian/Native American** – persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior's Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Women Business Enterprise (WBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

African American Business Enterprise (AABE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

Joint Venture: A limited association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

Exhibit "C"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 Governmental Code.

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

OFFICE USE ONLY

Date Received

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

2. [] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or business relationship as defined by Section 176.001 (1-a), Local Government Code.. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

[] Yes [] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

[] Yes [] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

[] Yes [] No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Exhibit "D"

SECURITY PROCEDURES

If work will be conducted on SAWS property, on a SAWS customer's property, involve any SAWS networks or any SAWS facility the Contractor shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by SAWS Security) is properly completed for all employees performing work under this Agreement and is on file with SAWS Security prior to work commencement. Any person found to have an unacceptable background check will not be allowed to perform work under this Agreement (A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Director of SAWS Security). Sub-Contractors performing work must be listed on the PCDF and the Background Screening Letter. Contractor shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Contractor shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Contractor shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Contractor shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Contractor, its employees, and agents shall obtain a SAWS photo identification badge (Contractor's Badge) and parking tag, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). Security staff can be contacted at (210) 233-3177 or (210) 233-3338. A replacement fee may be charged for lost or damaged badges or parking tags. As a condition of final payment, Contractor shall return all badges and parking tags to the Security Office. In the event Contractor fails to return all security badges and parking tags, in addition to any other rights or remedies to which SAWS may be entitled at law or in equity, SAWS may withhold from payment to the Contractor the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Contractor agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by SAWS for failure to return the badges or parking tags.

SAWS facilities require a SAWS employee to physically escort Contractor at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a "clean" Background Screening Letter, signed by an authorized representative of Contractor are approved by SAWS Security.

Sub-Contractors must always be under escort of the Contractor while performing work on any SAWS property. Sub-Contractors must display either a company photo badge, with name, or a valid driver's license at all times while working on any SAWS property. Contractor is solely responsible for the actions of its employees, agents, sub contractors and Contractors.

Contractor **MUST** be prepared for additional security requirements at its expense if violations of SAWS Security procedures are noted. Some examples of additional requirements include hiring of SAWS approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Contractor as to details of doing any work under this Agreement or to exercise a measure of control over any security measures or such work shall be deemed to mean that Contractor shall follow the desires of SAWS in the **results** of the work or security measures only.

Advance coordination by Contractor with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Contractor fails to comply with SAWS Security requirements, SAWS may, with no penalty or claim against SAWS:

- Issue a Work Stoppage Order until the security violation (s) are remedied
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

Exhibit "E"
SAMPLE CONTRACT

SAN ANTONIO WATER SYSTEM

BROKERAGE AGREEMENT

Contract No. _____

Basic Terms. This Paragraph 1 contains certain basic terms of this Brokerage Agreement (the "Agreement") between the Owner and the Broker named below.

Effective Date:

Owner: City of San Antonio by and through its San Antonio Water System

Broker:

Properties (whether one or more) (each a "Property"): The property described on Exhibit "A" attached hereto, or as may be designated by addendum pursuant to Section 2.2 hereinbelow.

Listing Period: The period of time associated with each Property during which the Property shall be listed for sale as provided in this Agreement. Exhibit "A" sets forth the Listing Period associated with each Property set forth therein.

Term: Twelve (12) months, commencing on the Effective Date and ending on _____, provided, however, Owner shall have the right to extend the Term by up to two (2) additional twelve (12) month periods by providing written notice to Broker prior to the expiration of the then-current Term.

2. Engagement.

2.1 Scope of Engagement. Owner engages Broker as Owner's real estate broker in connection with the sale of the Properties, for the Listing Period associated with each Property. Upon the expiration of a Listing Period for a particular Property, Broker's engagement as Owner's real estate broker for that Property shall expire.

Broker accepts such engagement and agrees to use its best efforts to sell the Properties. Broker agrees to perform the following activities, at Broker's sole cost and expense:

(a) List each Property with a multiple listing service ("MLS") during the entirety of the Listing Period, the selection of which particular MLS each Property shall be listed on to be made by Owner in consultation with Broker, in Owner's reasonable discretion. Broker acknowledges that Chapter 253 of the Local Government Code requires the Properties to be listed on an MLS for not less than thirty (30) days;

- (b) Show and exhibit the Properties to prospective purchasers procured by Broker and all prospective purchasers referred to Broker by Owner;
- (c) Develop brochures, sales aids, and special sales materials; provided, however, any such brochures, sales aids, or other materials shall be subject to the prior approval of Owner,
- (d) Prepare matrices outlining the key economic and non-economic terms and conditions for each Property, including net present value/comparable valuation system analysis;
- (e) Furnish to Owner quarterly written reports of its marketing activities pursuant hereto in such detail and with such frequency as Owner shall require;
- (f) Cooperate with licensed real estate brokers and salesmen who have prospective purchasers for the Properties and endeavor to obtain written offers from such prospective purchasers;
- (g) To the extent requested by Owner, assist Owner in the negotiation of the terms of prospective contracts of sale with prospective purchasers for the Properties;
- (h) Promptly disclose and provide to Owner all offers made to purchase any of the Properties;
- (i) Provide assistance, as requested by Owner, with post-contract due diligence requirements and closing;
- (j) Maintain complete records of all transactions, and at the completion of transactions, transfer all documents to Owner; and
- (k) Unless otherwise agreed upon by Owner and Broker, in writing and in advance, pay all costs and expenses incurred by Broker in the performance of the foregoing obligations, including all costs and expenses for listing fees, long distance telephone calls, presentations to prospective purchasers, and travel in connection with the sale of the Properties.

2.2 Designation of Additional Property. Owner may, from time to time, designate additional properties for which Owner desires that Broker act as Owner's broker. If Broker agrees to accept such engagement, Owner and Broker shall execute an Addendum, in substantially the form attached hereto as Exhibit "B", which shall set forth the property description and Listing Period for such property. Upon mutual execution of an addendum, the property described therein shall become a Property for all purposes under this Agreement. Any additional Property that becomes subject to this Agreement must be reflected by a fully executed Addendum, and property may not become subject to this Agreement by oral agreement.

2.3 List Prices. All MLS listings and any marketing materials developed and distributed by Broker, shall list each Property at price(s) to be determined by the Owner, and may, from time to time, be adjusted.

2.4 Consulting and Ancillary Services. During the Term, Broker agrees to, at no additional cost to Owner:

- 2.4.1 Provide information resources to Owner, including internet subscription access to Costar; the quarterly San Antonio Real Estate Journal's Commercial Real Estate Report and the REOC Partners Quarterly Office and Retail reports for the entire San Antonio market.
- 2.4.2 Prepare summaries of real estate market trends in San Antonio and the region.
- 2.4.3 Provide general real estate consulting.
- 2.4.4 Conduct studies and analysis to develop a strategy for the use and disposition of Owner's surplus properties.

3. Sales Commission.

3.1 Sale During Listing Period. Owner shall pay Broker a sales commission as set forth below in Paragraph 3.3, if: (a) during the applicable Listing Period a third party purchaser for a Property, satisfactory to Owner, is procured by Broker, and (b) such purchaser and Owner enter into a written contract of sale, upon terms and conditions satisfactory to Owner in its sole discretion, covering a Property, and (c) such contract of sale is closed and funded as evidenced by the recordation of the deed described therein and receipt by Owner of the purchase price for such Property. Except as expressly provided in this Paragraph 3.1 or in Paragraph 3.2 below, Broker shall not be entitled to any commission or other compensation hereunder. Without limiting the generality of the preceding sentence, if the sale of a Property fails to close for any reason whatsoever, Broker shall not be entitled to any commission related to that Property.

3.2 Sale After Expiration of Listing Period. Subject to the conditions set forth below in this Paragraph 3.2, Owner shall also pay Broker a sales commission if, within 90 days after the expiration of a Listing Period for a particular Property, such Property is sold to, or Owner enters into a contract of sale for such Property thereafter resulting in a sale of same under such contract with, a person or entity with whom Broker has had substantive negotiations for the sale of the applicable Property prior to the expiration of the Listing Period for such Property. As a condition precedent to Broker's rights and Owner's obligations under this Paragraph 3.2, before the expiration of a Listing Period, Broker shall submit to Owner a written listing of the full and complete names, addresses, telephone numbers and primary contact persons of those entities and persons with whom Broker has had substantive negotiations for the sale of such Property prior to the expiration of the Term. If Broker fails to submit such listing to Owner before the expiration of the applicable Listing Period, Broker shall not be entitled to any commission under this Agreement. The amount of any commission to which Broker is entitled under this Paragraph 3.2 shall be calculated in accordance with the terms of Paragraph 3.3 below.

3.3 Amount of Commission. Subject to all of the other provisions of this Agreement, any sales commission to which Broker becomes entitled hereunder shall be a percentage of the Property sale price at closing, the applicable percentage to be determined based on the first or initial list price as follows

Property List Price	Commission*
\$1.00 to \$24,999.99	10%
\$25,000.00 to \$999,999.99	6%
\$1,000,000.00 and larger	4%

*Subject to commission splitting provisions of paragraph 4.2 hereinbelow

By way of example, if a Property has an initial list price of \$30,000.00, the applicable percentage commission at closing shall be 6% of the ultimate sales price. Accordingly, if that property is sold for \$23,000.00, the commission shall be 6% of \$23,000.00.

3.4 No Commission. Notwithstanding Paragraphs 3.1, 3.2, 3.3 or any other provisions hereof, Broker shall not be entitled to any commission (a) in the event of a default by Broker under this Agreement, or (b) in the event of a sale, at any time, of a Property to the City of San Antonio, CPS Energy or any other governmental entity.

3.5 Terms of Sale. Owner reserves the right to determine all terms, conditions and provisions of any contracts of sale and to reject any contract of sale in its discretion. Owner reserves the right to select the title company. Owner shall provide to Broker a form of contract of sale for use in the sale of the Properties.

3.6 No Additional Payments. The commission to Broker provided herein includes all costs, taxes, fees, expenses and charges incurred by Broker or otherwise in connection with the subject matter of this Agreement, and no additional payments shall be made by Owner to Broker hereunder. Broker shall indemnify, hold harmless and defend Owner from any and all costs, taxes, fees, expenses and charges that may be claimed by others with whom Broker has had contact with regards to the subject matter of this Agreement.

4.0 Concerning Other Brokers.

4.1 Cooperation with Other Brokers. Broker agrees to cooperate with prospective purchaser's brokers ("Other Brokers", each an "Other Broker") in endeavoring to sell the Properties.

4.2 Sharing of Commission. In the event Broker receives a commission from Owner under this Agreement for the sale of a Property in which an Other Broker represents the purchaser, Broker will split its commission evenly with the Other Broker. In all MLS listings of the Properties, Broker will disclose the even fee split and the percentage to which an Other Broker would receive upon closing. Additionally, Owner may elect to offer an additional bonus to an Other Broker in the event of the closing of a Property, and in such event, Broker will disclose such bonus in all MLS listings of such Property. Notwithstanding anything to the contrary contained or implied herein, Owner shall not be liable to Other Brokers for a commission. Broker agrees to and shall protect and save, indemnify and hold harmless Owner, its officers, directors, employees, attorneys and agents from any claim, suit or liability, including reasonable attorneys' fees, brought by any person or entity seeking a commission or other consideration with whom Broker has had contact with respect to the sale of the Property.

5. Duties and Authority of Broker.

5.1 Advertising. Broker agrees and is hereby authorized to advertise the sale of the Properties, and to place “For Sale” signs on the Properties, subject to Owner’s control over the design, size, content, and location of such signs. Broker shall not publish, display or distribute any advertisement or publicity release concerning any Property without Owner’s prior approval.

5.2 Right of Entry. With prior notice to Owner, attn: Sunny Burlew, Corporate Real Estate at (210) 233-2954, sunny.burlew@saws.org, or such other person as Owner may direct, Broker is authorized to enter the Properties at any reasonable time and at its sole expense and risk for the purpose of showing the Properties to prospective purchasers. Owner may require that prospective purchasers execute releases, to be provided by Owner, prior to entering a Property.

5.3 Monthly Report. Broker shall prepare and furnish to Owner, as soon as possible after the end of each month during the Term and in no event later than the fifteenth day of the month, a monthly report, in reasonable detail, summarizing Broker’s activities hereunder and the results thereof for the previous month. The report shall be in form and content satisfactory to Owner and shall include such information regarding advertising, people contacted, property showings and related matters as Owner requests.

5.4 Certain Representations of Broker. Broker represents that Broker will not act as a principal for its own account in any transaction involving the sale of any Property by Owner nor on behalf of any entity in which Broker has a financial or ownership interest, unless full written disclosure is made and the written consent of Owner is first obtained.

5.5 Limitation on Authority. It is understood and agreed that Broker will act solely as Owner’s agent in connection with the sale of the Properties and that Broker is not authorized to act as an intermediary between Owner and any prospective purchaser, except with Owner’s prior consent. Broker has no authority to enter into, execute, make or acknowledge any contract, covenant, agreement or representation pertaining to the Properties.

5.6 Independent Contractor. It is acknowledged and agreed that the Broker is an independent contractor of the Water System and not an employee or agent or fiduciary of Owner. Further, nothing in this Agreement shall be construed to create a partnership, joint venture, or other association between the parties.

5.7 No Representations. Broker shall make no representations or warranties of any kind, express or implied, concerning the Properties or any other matter without the prior written consent of Owner.

5.8 No Recordation. In no event or, circumstance whatsoever shall Broker file any instrument or record or take any other action which has the effect of clouding title to the Properties, and any such action shall automatically terminate Broker’s right to collect any commission with respect to the Properties.

6.0 Indemnity. Broker shall indemnify, hold harmless and defend Owner from all losses, damages, costs, claims and liabilities (including without limitation court costs and attorneys' fees relating thereto) arising out of or related to (a) any misrepresentation regarding the Properties to a prospective purchaser by Broker or any agent or representative of Broker; (b) any material fact known by Broker relating to any purchaser or proposed transaction which Broker fails to disclose to Owner; or (c) any breach of or default under this Agreement by Broker; and/or (d) any act or omission by Broker inconsistent with or outside the scope of this Agreement and the limited authority conferred hereby.

7. Default; Termination.

7.1 For Cause. If Broker fails to fully and timely perform any covenant set forth herein or fails to satisfy any condition specified herein or if any representation or warranty of Broker is determined to be false, misleading or erroneous in any material respect, then Owner shall have the right immediately to terminate this Agreement. In the event of a termination under this Paragraph 7.1, Owner shall not be liable to Broker for any commission.

7.2 Without Cause. Either party hereto shall have the right, upon thirty (30) days prior written notice to the other to terminate this Agreement without cause. In the event of such a termination, Owner shall not be liable to Broker for any commission, except to the extent set forth in Paragraph 3.2.

8. Miscellaneous.

8.1 Non-Discrimination. Broker shall not refuse to display, market or show the Properties to any person because of race, color, religion, national origin, sex, marital status or physical disability.

Broker agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment; and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Broker agrees to abide by all applicable provisions of the Nondiscrimination Clause and the Small and Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office. In the event non-compliance occurs the Broker, upon written notification by the Owner, will commence compliance procedures within thirty (30) days.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between Owner and Broker with respect to the matters set forth herein. No amendment of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker.

8.3 Insurance. Broker shall maintain and keep in force for the duration of this Agreement such insurance as set forth on Exhibit "C" of this Agreement, which is attached hereto and incorporated herein for all purposes as if fully set forth herein. Ap-

proval of insurance by the Owner shall not relieve or decrease the liability of the Broker hereunder and shall not be construed to be a limitation of liability on the part of the Broker. Broker shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

8.4 Right to Audit. Broker agrees that the Owner or its authorized representative shall have access during normal business hours to any and all books, documents, papers, and records of the Broker which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits and examinations.

8.5 Non-Solicitation. The Broker warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Broker, to solicit or secure this Agreement, and that he has not for the purpose of soliciting or securing this Agreement paid or agreed to pay any company or person, other than a bona fide employee working solely for the Broker, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, the Owner shall have the right to terminate this Agreement under the provisions of Section 2 below.

8.6 Non-Interest in San Antonio Water System Contracts. No officer or employee of the City shall have a financial interest, direct or indirect, in any Agreement with the Owner, or shall be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or service, except on behalf of the City or Owner as an officer or employee. Any violation of this Section, with the knowledge, expressed or implied, of Broker contracting with Owner shall render this Agreement voidable by the Board of Trustees or the President/Chief Executive Officer of the San Antonio Water System.

8.7 Gift Policy. Owner employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources. A copy of Owner's Policy 2-17 "Procedures for Gift and Meal Policy" is available upon request.

8.8 Assignment; Binding Effect. No assignment, transfer, or delegation of any rights or obligations under this Agreement by Broker shall be made without the prior written consent of the Owner, which may be withheld in the sole and absolute discretion of the Owner. This Agreement shall be binding upon the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other successors and permitted assigns, and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other permitted successors and permitted assigns.

8.9 Work Product. All final work product and work papers directly relating thereto delivered to Owner by the Broker in connection with the performance of services pursuant to this Agreement, including public records obtained by the Broker, shall be the property of the Owner whether or not in the possession of the Broker, for use and re-use by the Owner, its agents, employees, contractors and Brokers, as needed from time-to-time.

8.10 Nondisclosure. The Owner has a proprietary interest in this Agreement and in the services provided by Broker. Accordingly, this Agreement, the services, and any information obtained by Broker through Owner in connection with the performance of the services shall not be disclosed by Broker to any third party. In the event Broker is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Broker in the performance of this Agreement, Broker shall provide notice to Owner of the request along with a copy of the request, and give Owner the opportunity to respond to the request prior to its release by Broker. In no event shall Broker or any of its employees provide or participate in any public presentations or prepare or present any papers for public dissemination concerning the Properties, or with information obtained via Broker's activities under this Agreement, without receiving the prior written approval from the Owner, which approval may be withheld in the sole and absolute discretion of the Owner.

8.11 Notices. All notices and demands required or permitted by this Agreement shall be in writing and shall be deemed to have been given when presented personally (whether by commercial delivery service or otherwise) or two (2) business days after being deposited in a regularly maintained mail receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to Owner or Broker, as the case may be, at its respective address set forth in Paragraph 1 of this Agreement, or at such other address as Owner or Broker may from time to time designate by written notice to the other party as herein required.

8.12 Construction. If any of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.13 No Waiver. The failure of any party to this Agreement at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party to this Agreement of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

8.14 Governing Law; Jurisdiction. This Agreement has been entered in, and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflict or choice of law. This Agreement is performable in Bexar County and sole venue shall be in the courts of Bexar County, Texas.

8.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

Signatures on following page

Owner:

City of San Antonio by and through its San Antonio Water System

By: _____

Printed Name: _____

Title: _____

Broker

By: _____

Printed Name: _____

Title: _____

Exhibits

Exhibit "A": Property

Exhibit "B": Form of Addendum

Exhibit "C": Insurance Requirements

Exhibit "A"

Property List

Property Location and Description

Listing Period
(from Effective Date
of Agreement)

SAMPLE CONTRACT

Exhibit "B"

Form of Addendum

Addendum No. ____ to

BROKERAGE AGREEMENT

Contract No. _____
(the "Agreement")

**by and between San Antonio Water System ("Owner") and _____
("Broker")**

This Addendum is an amendment to the Agreement, and is made effective as of _____, 20___. The Agreement and any prior addenda remain in full force except as modified by the following.

All capitalized terms herein, unless otherwise defined, have the meaning as set forth in the Agreement.

Owner and Broker hereby agree that the following property(ies) are hereby added as Properties under the Agreement, with the corresponding Listing Period set forth below:

Property Location and Description

Listing Period
(from date of this Addendum set forth above)

Signatures on following page

Owner:

San Antonio Water System

By: _____

Printed Name: _____

Title: _____

Broker

By: _____

Printed Name: _____

Title: _____

SAMPLE CONTRACT

Exhibit "C"

Insurance Requirements

- a. Commencing on the date of this Contract, the BROKER shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System ("SAWS") and the City of San Antonio ("the City") and their employees and agents from claims, which may arise out of or result from his operations under this Agreement, whether such operations are by himself, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:
1. Commercial General Liability (CGL) insurance that will protect the BROKER, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the BROKER, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
1,000,000.00	General Aggregate
1,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS, and the City as an Additional Insured; and
 - To provide a Waiver of Subrogation in favor of SAWS and the City.
2. Professional Liability (PL) (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 in the aggregate and, if this line of coverage

is written on a "Claims Made" form, the BROKER must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Agreement termination.

NOTE - For Professional Liability, include in writing on the Certificate of Liability Insurance ("Certificate") the coverage form under which the respective line of coverage is written – either:

- Claims-made form; if the coverage form declared on the Certificate is the Claims-made form, the "Retroactive-date" for this line of coverage must also be included on the Certificate as well; or
 - Occurrence basis – no additional wording required.
- b. BROKER agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
- c. BROKER shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under the Agreement.
- d. BROKER is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- e. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the BROKER's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the BROKER's liability.
- f. These minimum limits required of each line of insurance coverage may be either basic policy limits or any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the BROKER from compliance herewith.
- g. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- h. Within five (5) calendar days of cancellation or non-renewal of any required line of insurance coverage, the BROKER shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the BROKER's performance should there be a lapse in coverage at any time during this Agreement.
- i. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.

j. In addition to any other remedies, SAWS may have, upon the BROKER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the BROKER to stop performing services hereunder and/or withhold any payment(s) which become due to the BROKER hereunder until the BROKER demonstrates compliance with the Specifications hereof.

k. Nothing herein contained shall be construed as limiting, in any way, the extent to which the BROKER may be held responsible for payments for damages to persons or property resulting from the BROKER 's or its employees, agents or subcontractors performance of the services covered under this Contract.

l. It is agreed that the BROKER's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.

m. BROKER agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an A.M. Best rating of "A- ("A"- minus)" and a Financial Size Category of a "VII" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Professional Liability line of insurance coverage.

n. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

o. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful BROKER pursuant to a Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company's Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

1. The BROKER shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a Certificate(s) of Liability Insurance ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.2) above.

2. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be mailed, with copies of all applicable endorse-

ments, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (Certificate Holder) and 2.h. (Distribution of Completed Certificates) below.

3. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.

4. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.

5. SAWS shall have no duty to pay or perform under Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the Insurance Specifications contained herein by SAWS' Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.

6. The SAWS Project/Contract number(s) along with its Descriptor Caption must be included in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.

7. Certificate Holder - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

San Antonio Water System

c/o Ebix BPO

PO Box 257

Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Contract/Project #)*

Portland, MI 48875-0257

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a BROKER pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERTIFICATE HOLDER ADDRESS SHOWN ABOVE.

8. Distribution of Completed Certificates - Completed Certificates shall be distributed by the Broker as follows:

Send Original:

- By Mail:

San Antonio Water System
C/O Ebix BPO
P.O. Box 257
Ref. #107-(*Same as the Certificate Holder name/address shown above.*)
Portland, MI 48875-0257

- By Fax: 1-517-647-7900
- By E-Mail: CertsOnly@periculum.com
- Send Copy to the following:

San Antonio Water System
Attention: Contract Administration
P.O. Box 2449
San Antonio, TX 78298-2449

p. SURVIVAL

Any and all representations, conditions and warranties made by Broker under this Exhibit "C" are of the essence of this Agreement and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.