



Brazos River Authority

October 23, 2009

RFB No. 09-11-461

Dear Prospective Bidder:

Sealed Request for Bids will be received in the office of Administrative Services, Brazos River Authority, 4600 Cobbs Drive, Waco, Texas 76710 until **3:00 PM., Monday, November 9, 2009 for CADD Services Supplier.**

Bids must be submitted and received no later than the Bid opening date and time specified above. Bids will be opened publicly and will be read aloud. Any Bids received later than the specified time, whether delivered in person or mailed, shall not be considered. It is the standard practice of the BRA to collect mail once daily from the U S Post Office. Our daily mail pickup is at approximately 9:00 AM, Monday thru Friday, excluding holidays. The BRA is **NOT** responsible for ensuring the delivery of Bids to our offices. The contractor is solely responsible for the timely delivery of their Bid.

Mail Bids to: Administrative Services
Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555

or Deliver to: Administrative Services
Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710

Bid envelopes must be plainly marked on the outside as follow:

SEALED BID - DO NOT OPEN	
BID:	<u>CADD Services Supplier</u>
BID NO:	<u>09-11-461</u>
BID DUE DATE:	<u>3:00 PM, Monday</u>
	<u>November 9, 2009</u>

The Brazos River Authority hereafter referred to as the "Authority" shall have the right to accept or reject any or all Bids, or any part thereof; to waive any technicalities in the interest of the Authority.

Sincerely,

Jose G. (Lupe) Diaz
Manager, Administrative Services

4600 Cobbs Drive • Waco, Texas 76710
254 761 3123 • Fax 254 761 3268

SUPPLIER DIVERSITY PURCHASING POLICY

The Brazos River Authority will ensure that purchases of equipment, materials, supplies, and/or services conform with Texas Procurement law as applicable to the AUTHORITY, are cost effective, and contributable to the competitiveness of the AUTHORITY and its customers.

Procurement activities will be conducted in an open and fair manner with equal opportunity provided to all qualified parties. The AUTHORITY will provide equal contracting opportunities as provided by state and federal law to small business enterprises, Historically Underutilized Businesses and Disadvantaged Business enterprises.

GENERAL INSTRUCTIONS TO BIDDERS

The Work consists of the furnishing of all labor, materials, services, equipment, and appliances required for the delivery and the supplying of products and/or services as described herein and in the contract documents. The term "Proposal" applies to all solicited documents, whether Request for Bids (RFB), Request for Proposals (RFP), or Request for Qualifications (RFQ).

1. BID SUBMISSION: Bid must be received no later than the Bid opening date and time specified above. All Bids received after closing time will not be considered.

1.1 To be considered as eligible to submit a Bid, a Bidder shall have complied with all legal requirements to permit him to operate under applicable laws of the State in which the work is to be executed.

1.2 If responding by regular mail services, mail is picked up at the local post office once a day at 9:00 AM

1.3 If responding by express mail, allow sufficient time for delivery to the Administrative Services Office. All deliveries are made to the Central Files Department and additional time shall be required for delivery to the Administrative Services Office.

1.4 FAXED BIDS WILL NOT BE ACCEPTED.

2. WITHDRAWAL OF BIDS: No Bid may be withdrawn for a period of 60 days after Bid opening, except by mutual consent of the Authority and Bidder, and except that bids may be withdrawn upon written request received from Bidder prior to time established for receipt of Bids.

3. SIGNATURE ON BIDS: Bid, to be valid, must be manually signed in ink by authorized person. By such signature, Bidder agrees to strictly abide by the terms, conditions, and scope of work embodied in this Request for Bid.

4. EXAMINATION OF BID DOCUMENTS: Before submitting a Bid, all Bidders shall examine the complete Bid documents, including Bid Notice, Instruction to Bidders, and General Scope of Services, all of which are part of the Bid documents.

5. ADDENDA: Answers to all questions, inquiries, and request for additional information will be issued in the form of Addenda. Also, prospective Bidder may, during the Bid period, be advised by addenda of additions, deletions from, or changes in the requirements of the Bid documents. The Authority will not be responsible for the authenticity or correctness of oral interpretations of the Bid documents or for information obtained in any other manner than through the media of addenda. Receipt of each addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of addenda issued may invalidate a Bid as incomplete.

Any questions concerning this Bid should be emailed to Lupe Diaz, administrative services department no later than 5 work days prior to the opening of the Bid. **Mr. Diaz's email address is ldiaz@brazos.org.** This is to allow the Authority sufficient time to respond to inquiries and provide information to all interested Bidders by Addendum. Addenda will be posted on the Brazos River Authority web site at www.brazos.org, Purchasing and Professional Services, Request for Bids.

5.1. Bidders are responsible for checking BRA web site (www.brazos.org) for updates and addenda until the time at which the submission is due. Failure to respond to all

requirements, including those addenda, may be grounds for rejection of your Bid.

6. TAXATION: The Authority is exempt under the Sales Tax and Use Tax Laws, and the Bidder shall not include such taxes in the Bid. Excise Tax Exemption Certificate will be furnished by BRA on request.

7. QUALIFICATION OF BIDDERS: The Authority reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated herein. Conditional Bids will not be accepted.

8. CONSIDERATION OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and only the names of Bidders will be read aloud. Bidders are invited to be present.

9. COMPLIANCE WITH SCOPE OF SERVICES AND RIGHT OF SELECTION: The Bidder shall abide by and comply with the true intent of the scope of services and not take advantage of any unintentional error or omission.

10. DEVIATION FROM SCOPE OF SERVICES: All deviations from the scope of services must be noted in detail by the Bidder, in writing, at the time of submittal of the formal Bid. The absence of a written list of deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the Authority to the scope of services as written. Any deviations from the scope of services as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or item when delivered.

In case of ambiguity or lack of clarity, the Authority reserves the right to consider the most advantageous Bid or Reject the Bid.

11. QUANTITIES: Unless stated otherwise in this Bid, the BRA is obligated during the period stipulated to purchase all of its normal requirements from the successful contractor and the Contractor is obligated to supply the quantities which the BRA requires for its operation. The quantities stated are given as a general guide for bidding but are not guaranteed amount, they represent the best estimated usage. The BRA reserves the option to purchase more or less of these services at the Bid price.

12. By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the Authority, and their respective employees arising out of or in connection with the administration, evaluation, recommendation or any Bid; waiver or any requirements under the Bid Documents, or the Contract Documents, acceptance or rejection of any Bids; and award of Contract.

13. RESERVATION OF RIGHTS: : The Authority reserves the right to award the contract in total to one vendor or divide the contract by selection of various items from multiple vendors.

The Authority reserves the right not to purchase on the basis of low bid alone.

14. REPRESENTATIONS: By execution and submission of this Bid, the Bidder hereby represents and warrants to Authority as follows: The

Bidder has read and understands the Bid Documents and this Bid is made in accordance with the Bid Documents.

15. INDEMNIFICATION The Vendor shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the Authority from any and all Liability or Damages resulting from failure to do so.

In addition, the Vendor agrees to keep, save and hold Authority harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against Authority, its officials, officers, and employees in consequence of the contract for any negligent act or omission of the vendor in the provision of merchandise under the contract, or that may result from the carelessness or lack of skill of the Vendor or the Vendor's agent, contractors, assigns or employees. In the event a judgment is recovered against Authority for any such liability, costs or expenses, such judgment shall be conclusive against the Vendor.

It is specifically understood and agreed by the Vendor that such indemnity is indemnity by the Vendor to indemnify and protect Authority from Liability, Claims, Suits, Losses, Damages or Causes of action due to the Vendor's Negligence, Error or Omission.

16. EVALUATION FACTORS: The BRA may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the BRA. Bids that specify an "All or None" award may be considered if a single award is advantageous.

17. CRITERIA FOR AWARD: The BRA will award contracts to the Bidder that represents the "Best Value" to the municipality (Brazos River Authority), price and other factors considered. In determining the "Best Value", the following criteria may be considered as amended in section 252.043 of the Texas Local Government Code:

- Purchase Price;
- Reputation of the Bidder and the Bidders goods/service;
- Quality of the Bidders goods or services;
- Extent to which the goods or services meet the municipality's (BRA) needs;
- Impact on the ability of the municipality (BRA) to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- The total long term cost to the municipality (BRA) to acquire the Bidders goods or services; and
- Any relevant criteria specifically listed in the request for Bid

18. AWARD OF CONTRACT: Upon completion of evaluation of Bids, the name of the successful bidder/s will be posted on the BRA website at www.brazos.org, Purchasing and Professional Services, Request for Bids.

The Authority reserves the right to reject any and all bids, waive any formalities in the bids received, to award other than to the lowest priced Bidder, to award multiple contracts each of the same terms as described herein, and the right to reject all non-confirming, non-responsive or conditional Bids.

19. TERM OF CONTRACT: The services of the supplier shall commence on the effective date of the Contract and shall continue for one year from the effective date unless otherwise stipulated elsewhere in this Bid.

20. CANCELLATION/OPEN MARKET PURCHASE: The Authority reserves the right to cancel the entire contract immediately and purchase in the open market at the current price and charge the contractor the difference between the price so paid and the Bid price in the event contract is not delivered according to specification and/or awarded Bid price.

21. TERMINATION: The contract may be terminated at any time by BRA for any cause without penalty or liability. Upon receipt of such notice, the supplier shall immediately discontinue all services and actions. BRA shall pay the Contractor promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by BRA.

22. PAYMENT: Unless otherwise specified, payment for services and/or product will be processed within 30 days from invoice date and acceptance of work and/or product.

23. INSURANCE: Successful Contractor shall purchase and maintain insurance in the limits listed below:

A. General Liability:

~~_____ Bodily Injury - \$500,000 per person/\$1,000,000 per occurrence~~
~~_____ Property Damage - \$1,000,000~~
~~_____ Aggregate - \$2,000,000~~

B. Automobile Liability - \$1,000,000 per claim/aggregate

C. Workers Compensation - Statutory

Certificates of such insurance in these limits are to be provided to the Brazos River Authority within 7 days after Notice to Proceed or Award and before any commencement of delivery or work under this contract. Certificates of Insurance shall provide that Brazos River Authority shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. The Certificate of Insurance shall indicate Brazos River Authority as an Additional Insured.

24. NEW VENDOR REQUIREMENTS: By definition a new vendor is a vendor who has not supplied these services to the BRA within the last three (3) years.

- A. New Vendors are requested to submit references from at least three municipalities of similar size and usage as BRA
- B. References shall include:
 - Contact Person
 - Telephone number or
 - Letter of performance which certifies the quality of the vendor's services and promptness of delivery

C. Complete W-9 and return with bid response – Exhibit C

IF NO REFERENCES ARE AVAILABLE THEN REASON FOR NON-COMPLIANCE TO THIS REQUIREMENT SHALL BE SUBMITTED.

FAILURE TO SUBMIT THE ABOVE INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF BID OR DELAY ISSUANCE OF CONTRACT

**Request for Proposal
CADD Services Suppliers
Central Office ESG Design Support
Waco, Texas**

RFB No. 09-11-461

A. GENERAL

The Brazos River Authority (BRA) designs some Facility Improvement Projects in-house and from time to time requires Computer Aided Design and Drafting (CADD) support in preparing project drawings (construction plans, construction details, etc.) required to produce a complete set of Contract Documents. The BRA seeks outside sources of these CADD services on an In-Determinant Quantity (IDQ) basis.

The Authority is currently requesting proposals for CADD Services Suppliers from individuals or firms (together "Firms") with a strong record in drawing production of the types indicated in the scope of work attached hereto. The Firm or Firms selected will act upon the Authority's behalf to protect the Authority's and customers' interests related to the services outlined in this Request for Bid (RFB). Proposals must be submitted in accordance with the needs set out in the evaluation criteria of this RFB.

1. BIDDING TIMELINE:

Friday, October 23, 2009	Bid is available for Bidders to download from BRA website at www.brazos.org/ About Us/Purchasing and Professional Services/Request for Bids/Document No. 09-11-461 and click on View this RFB.
Friday, October 30	Last day to ask questions or request additional information.
Monday, November 2, 2009	Post response to questions received as of noon as an addendum on BRA website.
Monday, November 9, 2009	Open Bids and begin evaluating proposals
Tuesday, November 10, 2009	Post bid tabulation on BRA website

2. RATES

- 2.1. The unit price shall be fixed hourly rate for the duration of the contract.
- 2.2. Prices charged to the BRA shall correspond with hourly charges on the bid response form and be inclusive of any and all other Contractor costs (provide price sheet).
- 2.3. The price multiplier will be used to determine the price of work for each task on individual work orders.
- 2.4. The hourly rate shall cover all labor and administrative expenses.
- 2.5. The hourly rate is for effort expended from time of arrival on site till the task is completed.

- 2.6 The rates are to be considered as straight time Monday through Friday between the hours 8:00 A.M. and 5:00 P.M.
- 2.7 Overtime and holiday multipliers are to be indicated, i.e., example: Overtime = 1.5, holiday = 2.0.

3. QUALITY OF MATERIALS

- 3.1 The Contractor shall be fully responsible for the quality of materials and workers' skill in the project.
- 3.2 All BRA materials shall be the responsibility of the Contractor while it is in the Contractor's custody.
- 3.3 All BRA materials requiring "shop" work shall be delivered and picked up by Contractor personnel **UNLESS** otherwise requested by the BRA. Shipping/receiving reports, provided by the Contractor, shall be signed by BRA and Contractor personnel to verify custody/acceptance of materials.

4. TERM OF CONTRACT

- 4.1 The CADD Services Suppliers Contract will have a one (1) year term with the Authority having the option to renew the contract for two (2) additional one (1) year periods.
- 4.2 Further, it does not obligate the Authority to automatically renew the CADD Services Suppliers contract at the expiration of any one year term.
- 4.3 The Authority reserves the right to re-evaluate the contract during the contract period and cancel the contract due to unsatisfactory service.

5. RESERVATIONS

- 5.1 This Bid does not obligate the Authority to award a contract or to pay any costs incurred in the preparation or submittal of any offer.
- 5.2 The Authority cannot reasonably project its needs for these services, which will be contracted on an "as needed" basis. The services will be ordered from the approved "**Primary**" vendor according to the Bid prices. However, if the "PRIMARY" is not available during the required time, the Authority reserves the right to contract with a "**SECONDARY**" source.
- 5.3 The Authority reserves the right to solicit quotes and/or Bids on major CADD services at the Authority's discretion.

6. DELAYS AND DEFAULT

- 6.1 In case of default and/or delay on three (3) contracted work orders during the term of the contract, the Authority reserves the right to terminate the contract, to purchase services in the open market, suspend future business with the vendor and take any remedy as set forth in this solicitation/contract or any other remedy at law or in equity to the Authority.

B. PROPOSED SCOPE OF SERVICES

Attachment A is a listing of types of CADD services that may be required upon development of the final Scope of Services for any project.

C. GENERAL INFORMATION

1. Insurance Requirements

- The Firm shall, at Firm's sole expense, maintain insurance coverage as set forth in item 23 of the GENERAL INSTRUCTIONS TO BIDDERS

2. Sub-consultant Requirements

Sub-consultant relationships will not be acceptable for this work.

3. Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., Brazos River Authority) must disclose in the Conflicts of Interest Questionnaire Form ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the Questionnaire must be filed with the Brazos River Authority Records Management Officer no later than seven days after the date the person begins contract discussions or negotiations with the Brazos River Authority, or submits an application or response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the Brazos River Authority. Updated Questionnaires must be filed in conformance with Chapter 176.

The Questionnaire is available online at: www.brazos.org/proservices.asp.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

4. RFB Inquiries

All inquiries, including clarifying questions, related to this RFB shall **only** be directed to the Administrative Services Manager via e-mail to ldiaz@brazos.org. The Administrative Services Manager will direct any inquiries to the appropriate BRA staff, a response will be issued and if warranted, an addendum will be posted on the Authority's website at www.brazos.org/rfp.asp. Failure to adhere to this restriction during the advertising, evaluation, and selection phases will result in the rejection of a Firm's proposal. This restriction includes, but is not limited to BRA Board Members, previous BRA employees, current BRA employees, and the customers who have a vested interest in this project.

D. INSTRUCTION TO SUBMITTERS

All proposals must address the following in specific details:

1. Corporations, partnerships, joint ventures, or individuals must include the following information:
 - Name of Firm
 - Corporate Office Address
 - Telephone Number, Facsimile Number, Email Address
 - Contact name for RFB correspondence
2. If submitting a joint proposal, the above information is requested for all entities and individuals involved.
3. Addenda, Updates, and Status. Each Firm submitting a proposal is responsible for checking the Authority's website at www.brazos.org for updates and addenda until such time as the submission is due. Failure to respond to all requirements including those through addenda may result in the rejection of a Firm's proposal. The status of the RFB will also be published on the

website. Telephone calls or faxes regarding the status of the RFB will not be accepted by the Authority.

4. Five (5) copies of the proposal must be received by the Administrative Services Manager no later than **3:00 p.m. on November 9, 2009**: Faxed or emailed proposals will not be accepted

Mail Submittals to:

Administrative Services Manager
Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555

or Deliver to:

Administrative Services Manager
Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710

The proposal envelope **must** be plainly marked on the outside with:

**"CADD Services Supplier, Central Office ESG Design Support, Waco, Texas,"
"RFB No. 09-11-461"**

E. INFORMATION REQUIRED IN PROPOSAL

Proposals will be developed to address each of the following numbered paragraphs. The submittal shall be limited to ten (10) single-sided pages, excluding the cover page, table of contents, tabs, resumes of project members, insurance coverage documentation and the Professional Services Questionnaire. The Authority specifically requests succinct submittals tailored to this general scope of services.

1. A summary of technical abilities that will be utilized by the Firm for preparing plans and graphics.
2. A detailed description of the Firm's quality control methodology for CADD services and other project related documents.
3. A description of the Firm's ability to complete projects without significant cost escalations or overruns.
4. A description of the Firm's ability to meet current and long-term workloads and staff's ability to develop and meet schedules, milestone dates, and deadlines on an as needed basis.
5. The identification of the person proposed by the Firm to serve as the point of contact for scope of services development and negotiations.
6. Describe your firm's ability to provide Internet-based services for the Central Office of the Brazos River Authority.
7. Provide the firm's business registrations and the identification of the service coordinator and staff with their qualifications to perform the proposed services.
8. A demonstration that the Firm can maintain insurance coverage as per insurance requirements in the Paragraph C, above.
9. Resumes for team members associated with the Services.
10. Complete and attach the Professional Services Questionnaire – Exhibit B.

NOTE: All submitted documents become the property of the Brazos River Authority.

F. EVALUATION AND SELECTION PROCESS

1. In order to ensure a fair and objective evaluation process, more than one division within the Authority may be involved in the evaluation and recommendation process. An evaluation committee will be formed which may consist of Technical Services staff and Finance and Accounting representatives.
2. A selection committee will review and evaluate the proposals based on the required information outlined above. The Authority reserves the right to determine the most highly qualified firm; to waive any irregularities therein; to reject any and all proposals should it be deemed in the best interest of the Authority; or to extend submittal closing time and date in extenuating circumstances.
3. The evaluation committee will coordinate the timelines, receive the responses, and prepare the evaluation tools for all RFBs.
4. Each evaluation committee member will evaluate the proposals and then forward the results to the Engineering Services Manager for tabulation and recommendation. Based on the complexity of the project and or the outcome of the evaluation committee review, interviews with some or all of the Firms may be conducted in Waco, Texas prior to recommending a contract award.
5. Technical Services will forward a recommendation to the Authority's CEO/GM for approval.
6. The CEO/GM will take action on the recommendation of the evaluation committee. The product from the evaluation committee is a recommendation only, and should be treated as such. All discussions concerning the evaluation are considered confidential, and no information on the outcome or standings will be released by any staff members.

Exhibit A
SCOPE OF CADD SERVICES SUPPLIER WORK

- 1. Services.** The **CADD SERVICES SUPPLIER (CSS)** may be called upon to perform various CADD services for Water Treatment, Pump Station and Transmission Pipeline facilities, Wastewater Collection, Treatment, Pump Station and Force Main facilities and Dams, Intakes and their associated facilities These services may include, but are not limited to:
 - a. Develop a BRA specific layer structure
 - b. Develop protocol for interactive file transfer and editing
 - c. Develop BRA specific cell library
 - d. Preparation of drawings for facility repairs & enhancements
 - e. Editing .pdf and .dwg versions of record drawings
 - f. Update facility record drawings
 - g. Preparation of GIS-based mapping of facilities
 - h. Preparation of report graphics.
 - i. Preparation of quantity take offs
 - j. Prepare mylar drawings for signature
- 2. Expertise.** The above services may require providing drawing preparation expertise from the following technical fields of practice:
 - a. AutoCAD drafting file management
 - b. Civil Works engineering
 - c. Structural engineering
 - d. Electrical engineering
 - e. Instrumentation engineering
 - f. Mechanical engineering
- 3. Drawing Types.** The types of CADD drawings that can be included are as listed but not necessarily limited to those shown.
 - a. Site Layout Drawings
 - b. Plant Process Diagrams
 - c. Paving and Drainage Plans, Profiles and Details
 - d. Sanitary Sewer Plans, Profiles and Details
 - e. Water Line Plans, Profiles and Details
 - f. Basin Drainage Plans, Profiles and Details
 - g. Yard Piping Plans, Sections and Details
 - h. Chemical Feed System Schematics and Details
 - i. Process and Instrumentation Diagrams
 - j. Mechanical Plans and Details
 - k. Pumping Systems
 - l. Unit Process Modifications
 - m. Structural Plans, Sections and Details
 - n. Electrical One-Line Diagrams
 - o. Electrical Plans and Details
 - p. Control Ladder Diagrams
 - q. SCADA System Schematics
- 4. Work Orders.** In the event the Authority has work to be performed under this Contract, the Authority shall first determine whether CSS is able and willing to perform the required work. If the CSS is able and willing to perform the work, the Authority shall issue a Work Order for said work, such Work Order to be substantially similar in form to Exhibit A-1. Work Orders shall detail the work to be performed included in a scope of work as exhibit A. Exhibit B will include a not to exceed

amount for each task and the CSS will provide a breakdown of the estimated personnel costs and expenses associated with each task. Work Orders shall be considered an extension of this Contract. In the event of a conflict between the terms of a Work Order and this Contract, the terms of this Contract shall control. Work Orders may not exceed twenty-five thousand dollars (\$25,000). Projects that exceed twenty-five thousand dollars shall not be divided into multiple projects of less than twenty-five thousand dollars; neither shall multiple work orders be issued for a project that can reasonably be construed to be a single project in excess of twenty-five thousand dollars. In the event of a change order that would increase a Work Order above twenty-five thousand dollars, the Authority may, in its sole discretion, terminate the Work Order and seek bids or additional proposals for the work.

Exhibit A-1

Work Order Agreement

Work Order No. __

OWNER: Brazos River Authority **CSS:**
4600 Cobbs Drive
P.O. Box 7555
Waco, Texas 76714-7555

Professional Services Agreement Execution Date: ??? ??, 2009

Project Name:

BRA Project Account Code:

Project Description:

Attachments:

Exhibit A. Scope of Work

Exhibit B. Compensation for Services of the CSS

	Not To Exceed Total	\$??,???
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This Work Order is executed in contemplation of performance of work under the Professional Services Agreement ("Agreement") by and between the Brazos River Authority and Malcolm Pirnie, Inc. executed on ??? ??, 2009 and shall be deemed a part thereof. The terms and conditions of the Agreement, including any amendments thereto, remain in full force and effect.

BRAZOS RIVER AUTHORITY

CSS

By: _____

PHILLIP FORD

Title: **GENERAL MANAGER/CEO**

Date: _____

By: _____

Name

Title: _____

Date: _____

Professional Services Questionnaire
To be Completed by All Firms (Exhibit B)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information it desires.

1. Name of Individual/Firm _____
2. Permanent main office address _____

3. Date Organized _____
4. If a Corporation, where and when incorporated _____
5. Do you operate under an assumed name(s)? No.____ Yes ____ If yes, please list:

6. How many years engaged in drafting (CADD) services under present firm or trade name? Give former names of firm or trade names, with dates of operation under each.

7. General character of work performed by your company.

8. Have you ever defaulted or failed to complete any work/contract awarded to you within the past five years under your current company name or any other company name? No____, Yes____, If yes, where and why? Give name and telephone number of Client(s).

9. Has your firm filed or been named in any litigation involving your firm and a Client(s) on a project within the last five years under your current company name or any other company name? No____, Yes____, If yes, provide details of the issues and resolution if available. Include lawsuits with sub-consultants where Client(s) was involved.

10. A list and description of drafting (CADD) projects completed within the last five years under your current company name or any other company name similar type to this project. This should include the name of each project, the location of the project, the size of the project, a brief description of scope of services, the contract price, and a contact name and telephone number, including area code, of a client reference for each project. Specifically list the firm's roles and responsibilities as the owner's representative for the projects.

11. List the names of Clients with contact names and telephone numbers for whom you/your firm have/has drafting (CADD) service projects within the preceding 24 months.

12. Have you been terminated by a Client for a project within the past 5 years? No___, Yes____, _
If yes, where and why? Give name and telephone number(s) of Clients(s).

13. Pursuant to the advertisement for proposals and information for prospective proposers for the above mentioned project, the undersigned is submitting the information as required with the understanding that the purpose is for confidential use, only to assist in determining the qualifications of the firm to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made.

Date on this _____ day of _____ 20 _____

Company name (please type or print)

Signature _____

Title _____

Date _____

W-9 form to be completed and returned with Bid Submittal – Exhibit C

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.					
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)						
	Business name, if different from above						
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶						
	☐ Exempt from backup withholding						
	Address (number, street, and apt. or suite no.)						
	City, state, and ZIP code						
Requester's name and address (optional)							
List account number(s) here (optional)							
Part I Taxpayer Identification Number (TIN)							
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">Social security number</td></tr><tr><td style="text-align: center;"> + </td></tr><tr><td style="text-align: center;">or</td></tr><tr><td style="text-align: center;">Employer identification number</td></tr><tr><td style="text-align: center;"> + </td></tr></table>			Social security number	+	or	Employer identification number	+
Social security number							
+							
or							
Employer identification number							
+							
Part II Certification							
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number. - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) the person to whom the payments are made has notified me that I am no longer subject to backup withholding, and - I am a U.S. person (including a U.S. resident alien). Certification instructions. You must cross out item 2 above if you have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of not providing a correct TIN. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)							
If a Limited Liability Company and the Classification is C=Corporation, TAX FORM 8832 Approved by the IRS must be submitted with W-9 Form							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 25%;">Date ▶</td></tr></table>			Sign Here	Signature of U.S. person ▶	Date ▶		
Sign Here	Signature of U.S. person ▶	Date ▶					
Purpose of Form A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. For federal tax purposes, you are considered a person if you are: • An individual who is a citizen or resident of the United States, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or • Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information. Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,							

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Form **W-9** (Rev. 11-2005)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



Brazos River Authority



**REQUEST FOR BIDS
CADD SERVICES SUPPLIERS
RFB #09-11-461**

The undersigned hereby offers to contract with the Brazos River Authority, on the terms and conditions contained in this Proposal, the General Conditions, and the Specifications, and other conditions attached hereto for CADD Services Supplier per the Authority's specifications.

In making this offer, the undersigned, as an independent Contractor, agrees to provide all labor, materials and equipment as set forth at the following price hereby bid:

Regular Hourly Rate \$ _____

Overtime Hourly Rate \$ _____

Other charges Provide price sheet

The undersigned, in submitting this bid and his endorsement of same, represents that he is authorized to obligate his firm, that he is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex or handicap unrelated to job performance of this contract; and that he has read this entire bid package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

ADDENDA: The undersigned acknowledges receipt of Addenda No. ____ thru ____ issued during the time of Bid and the Bid prices include the changes.

The undersigned has carefully read and understands the Bid Documents and this Bid is made in accordance with the Bid Documents.

Supplier _____ Authorized Representative: _____

Address: _____ Signature: _____

_____ Title: _____

Tele. No. _____ Fax No. _____ Date: _____ Email _____