

**SAN ANTONIO WATER SYSTEM PURCHASING DEPARTMENT**

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Issued By: **Richard A. Marsh**  
BID NO.: **16-0639**

Date Issued: **October 11, 2016**

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**FORMAL INVITATION FOR BIDS FOR  
ANNUAL CONTRACT OF  
LABORATORY CHEMICALS & VARIOUS SUPPLIES  
ADDENDUM 1**

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Sealed bids addressed to the Purchasing Director, San Antonio Water System, 2800 US Hwy 281 North, Administration Bldg., 5th Floor, San Antonio, TX 78212 will be received until **3:00 p.m., October 21, 2016** and then publicly opened and read aloud for furnishing materials or services as described herein below,

The San Antonio Water System Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the SAWS Main Office, 2800 US Hwy 281 North, San Antonio, TX 78212, or by calling (210) 233-3819.

This invitation includes the following:

Invitation for Bids  
Terms and Conditions of Invitation for Bids

Specifications and General Requirements  
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_

Signature of Person Authorized to Sign Bid \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority  Hispanic  African-American  Other Minority (specify) \_\_\_\_\_

Female Owned  Handicapped Owned  Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status:  Partnership  Corporation  Sole Proprietorship  Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

**This Addendum 1 is issued to make the following changes to Invitation for Bid 16-0639:**

1. Extend the due date for bid submittal from October 18, 2016 to **October 21, 2016**.
2. Update Page 15 of 34 in its entirety in order to revise the language at Section II.8. to read:

“Award will be made to the **overall lowest** responsible bidder. SAWS may not award a contract based on a bid with unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. A bid may be rejected if SAWS determines that the lack of balance poses an unacceptable risk to SAWS.”

3. Address the following questions:

**Question 1:** On page 14 Section III Article 4. states Price shall remain firm. As a distributor we receive price increases on most items yearly. Does SAWS expect Distributors to hold pricing for 5 years?

**Response 1:** Section 6. (Economic Price Adjustment) addresses the contractor’s options regarding potential price changes; either up or down.

**Question 2:** On page 14 Section III Article 6 b. & 6 c it allows SAWS to accept decreases in pricing and it allows Distributor to submit price increases but in 6 c (6) it states SAWS has the right to reject any price increases. If SAWS rejects increased in list prices from Distributor does the distributor have the option to remove those line items and still continue with contract?

**Response 2:** If that scenario were to arise, that will be addressed at that time in determining how to best move forward with those individual items. Ie, remove from the price schedule, continue as priced, or re-bid.

**Question 3:** Can we do a partial Bid?

**Response 3:** In accordance with the Invitation for Bid (IFB), Section IV.8., Bidders shall submit a unit price for all items on the Price Schedule.

**Question 4:** On our invitation page 4, section 7 (a) 3., We are not sure what the difference is between “all or none” and “best value basis”. We would like to clarify the difference.

**Response 4:** Under an “all or none” scenario, the contractor is authorized to make its bid conditional that its intent is to receive the entirety of the items identified on the Price Schedule at award. Under a “Best Value Item” scenario, the contractor is authorized to make its bid conditional that only its best priced items be considered for award. As a note, in accordance with the IFB, Award will be made to the overall lowest responsible bidder.

**Question 5:** Would you reject a bid/group if one item was not priced competitively?

**Response 5:** It is up to each bidder to determine the approach in making its bid most favorable.

**Question 6:** On page 11, section I, we would like to understand [REDACTED] option at the time of the yearly renewal (i.e. can we renegotiate pricing if the industry has seen cost increases? Can [REDACTED] opt out of items or groups if they are not profitable, etc?).

**Response 6:** Section 6. (Economic Price Adjustment) addresses the contractor’s options regarding potential price changes; either up or down.

**Question 7:** On page 17, section 11, we are unclear on how we can provide COA’s in the initial bid if the relative items are not on hand until we stock them as a result of being awarded the bid? We will be glad to send COA’s with each shipment and/or forward them as we receive them as a result of subsequent orders.

**Response 7:** SAWS will accept the COA's upon shipment. COAs will not be required with the initial bid submittal. As a result, page 17 and 18 of 34, and Attachment D are updated in their entirety in order to reflect this change to the requirement.

**Question 8:** Should we be actively converting away from the items listed to identify entities that are small and/or diverse if there is an opportunity for conversion? Ultimately we will source as directed by the SAWS buyers.

**Response 8:** The intent of this IFB is for the successful contractor to provide those items identified on the Price Schedule as required by SAWS.

**Question 9:** Group 1A & 1B state that you are requesting Ricca products, but under each category – there are different manufacturers/ and products. Please advise.

**Response 9:** For Group 1A, substitutions are allowed as long as they are equivalent to each manufacturer identified. For Group 1B, substitutions are not allowed. In addition, the headings for Group 1A and 1B are updated in their entirety with reference to Ricca being removed. As a result, the Price Schedule is revised and updated in its entirety per the attached.

**Question 10:** Group 8 stated that you are looking for Spex – but there wasn't any items listed. Please advise.

**Response 10:** Group 8 is identified as "RESERVED," which means there are no items to price.

**Question 11:** Could you clarify what the UOM- PH stands for.

**Response 11:** PH stands for "Pack."

**Question 12:** you have part # APP-9-129-10X listed twice for 2 different compounds. APP-9-129-10X is correct for MEK. Please provide the correct part # for Pyridine

**Response 12:** Group 6, Item 29 (Pyridine) is deleted in its entirety. As a result, the Price Schedule is revised and updated in its entirety per the attached.

**Question 13:** Section [Group] 6 on the price schedule seems to have some incorrect part numbers. Please provide the correct part numbers so we can include on the bid.

Item 33. 524 VOC GASES ACC PAK, Mfr. ACCUSTANDARD / Part No. M-502-B-10X-PAK

**Response 13:** Reference to Part No. M-502-B-10X-PAK is correct.

Item 34. 524 VOC LIQUIDS ACC PAK, Mfr. ACCUSTANDARD / Part No. M-502-R-10X-PAK

**Response 13:** Updated Part No. is M-502A-R-10X-PAK. As a result, the Price Schedule is revised and updated in its entirety per the attached.

**Question 14:** Can you please clarify what the basis of award for this RFP is? Will it be awarded by line, by section, or in entirety?

**Response 14:** In accordance with the IFB, Section II.8, Award will be made to the overall lowest responsible bidder.

**Question 15:** Will you only be awarding only a primary supplier, or will you award secondary?

**Response 15:** The intent is to award to one offeror based on the response to Question 14 above.

**Question 16:** Will you accept equivalents/substitutions for Environmental Express syringe filters and syringes?

**Response 16:** Substitutions are only allowed for those Groups that explicitly state, "Substitutions Allowed"

**IT IS NECESSARY TO RETURN THIS ADDENDUM 1 AS PART OF YOUR PROPOSAL SUBMISSION**

**All other terms and conditions of the original bid remain unchanged.**

Attachments:

Page 15 of 34 -- Addendum 1

Page 17 of 34 -- Addendum 1

Page 18 of 34 -- Addendum 1

Price Schedule (Summary, and Groups 1 thru 15) -- Addendum 1

has not experienced a decrease to any applicable established prices, then thirty (30) calendar days prior to the effective date of each forthcoming Extension period, the contractor shall acknowledge, in writing, that the established price of each item has not decreased.

c. Beginning one year after the contract Start Date, and each extension period thereafter, if the Contractor's applicable established price has increased, the corresponding contract unit price may be increased, upon the Contractor's written request to the SAWS Purchasing Department. The written request shall include the Contractor's proposal for an adjustment in the contract unit prices and shall include, in the format required by the SAWS Purchasing Department, supporting documentation explaining the cause, effective date, and amount of the established price increase, and the amount of the Contractor's adjustment proposal. Any unit price increase will be subject to the following limitations:

- (1) Over the life of the contract, the summation of the increases in any contract unit price under this clause shall not exceed 25% of the original contract unit price.
- (2) The contractor provides notification, in writing, to the Purchasing department at least thirty (30) calendar days prior to the effective date of each forthcoming Extension period.
- (3) The increased contract unit price shall take effect on the effective date of the forthcoming Extension period.
- (4) The increased contract unit price shall not apply to quantities ordered prior to the effective date of the increased contract unit price.
- (5) No modification increasing a contract unit price shall be executed under this paragraph c. until the SAWS Purchasing Department evaluates and approves the increase in the applicable established price.
- (6) SAWS reserves the right to reject the request for a price increase.

d. Approved revision (increase or decrease) to the unit pricing will be effective upon completion of a change order to be executed annually on/about the start date of each Extension period.

7. All bids submitted shall be valid for a period of not less than ninety (90) calendar days from date of submittal.

8. Award will be made to the **overall lowest** responsible bidder. SAWS may not award a contract based on a bid with unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. A bid may be rejected if SAWS determines that the lack of balance poses an unacceptable risk to SAWS.

9. Questions:

- a. Questions pertaining to bid will be answered by Richard A. Marsh, Contracting and Purchasing Specialist at [Richard.marsh@saws.org](mailto:Richard.marsh@saws.org).
- b. Technical questions will be answered by Anna Ramos-Polanco, Manager, Environmental Laboratory Services.
- c. Questions are due on or before **October 7, 2016**.

10. All parts of this bid package shall be signed and returned with the bid submission.

11. It is bidder's responsibility to be completely familiar with all specifications prior to submitting bid. No extra payment for the work specified will be paid. Bidder shall include all costs related to this bid on their unit price.

12. SAWS bid document, notification letter of award, and resultant Purchase Orders will constitute and comprise the total terms and conditions of the contract resulting from this bid.

8. **Price Schedule:** Bidders shall submit a unit price for all items on the Price Schedule. Pricing schedule shall include all costs pertaining to the specification and minimum requirements identified on this bid document. In the event that items identified in this attachment have a different unit of measure (UOM) than the vendor's proposed item; vendor must notify SAWS Purchasing of the difference in writing during the bidding process. Further information will then be issued to all vendors as an addendum. (*Attachment A*)

Bidders are required to submit a hard copy of the Price Schedule (Attch A) together with their bid. Bidders shall also submit their price schedule electronically after bid opening.

9. **Experience/References:** From date of release of this bid, the Bidder has been actively engaged for a minimum of three (3) consecutive years as a contractor providing the requested services.

Bidder shall provide at least three (3) previous contracts/projects that demonstrate experience and competence on **recent** (performed within the last five (5) years of release of this bid), and **relevant** (similar type and scope) projects. If any challenges were experienced in performing these projects, bidder shall adequately explain how challenges were addressed. For each project, the bidder shall provide the requested information as identified below. It is desired that at least one organization be a waste water/water laboratory. SAWS reserves the right to contact these references. (*Attachment B*)

10. **Qualifications:** Bidder shall provide copies of all necessary certifications, and licenses related to the field of industry. (*Attachment C*)

11. **Safety Data Sheet (SDS):** Bidder shall provide a SDS together with their bid for items listed in the price schedule. In addition, a SDS and Certificates of Analysis (COA) shall be submitted along with the quotes for items that are added to the contract post award. (*Attachment D*)

SAWS reserves the right to request the most recent and updated SDS and COA when needed and contractor shall provide as such within three (3) calendar days upon request. The SDS and COA shall be available by either manufacturer website, hardcopy or as an electronic copy.

12. **Good Effort Plan:** Bidders shall complete the good effort plan segment for SAWS SMWB compliance. (*Attachment E*)

13. **Insurance Requirements.** SAWS requires insurance for this bid as specified in the SAWS Standard Insurance Specifications and Certificate of Liability Insurance Requirements. Bidders shall provide a copy of the most current insurance certificate along with the bid. Bidders shall provide insurance certificate meeting the Standard Insurance Specifications and Certificate of Liability Insurance Requirements when requested prior to award. (*Attachment F*)

## V. POLICIES ON EQUAL EMPLOYMENT OPPORTUNITY AND SMWB

1. Equal Employment Opportunity Requirements - The San Antonio Water System highly encourages applicants to implement Affirmative Action practices in their employment programs. This means applicants should not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, handicap, or political belief or affiliation.
2. Effective April 1, 2007, all Small, Minority, or Woman-owned Businesses (SMWB) responding to San Antonio Water System solicitations as either prime or sub contractors, 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 Comptroller of Public Accounts' HUB Directory, and federal certification. The Good Faith Effort Plan (GFEP), which is required with submittals of

construction bids, professional services, and best value proposals, includes an aspirational SMWB goal. In order to comply with the SMWB goal in the GFEP, all firms submitted as SMWB, whether prime or sub contractors, consultants, or vendors, shall provide a copy of their certification certificate. If you have questions, please contact Marisol V. Robles, SMWB Program Manager, at (210) 233-3420.

3. The San Antonio Water System (“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.
  - To create a level playing field on which SMWBs can compete fairly for SAWS contracts;
  - To ensure that the SMWB Program is narrowly tailored in accordance with applicable law;
  - To ensure that only firms that fully meet small, minority, and woman-owned business eligibility standards are permitted to participate as SMWBs;
4. SAWS has approved aspirational goals for construction, professional services, and procurement contracts. The SMWB goal for procurement contracts is 19%.
5. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the service provider has subcontracted or anticipates subcontracting, including any future contract modifications. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
6. The Proposer agrees to employ good faith efforts to carry out this policy through award of sub-consultant contracts to small, minority, and/or woman-owned businesses to the fullest extent possible. SAWS Proposers are expected to solicit bids from available SMWBs on contracts which offer subcontracting opportunities.
7. Proposers for this contract are asked to make good faith efforts to meet or exceed the goal for SMWB participation. Proposers must satisfy the good-faith effort requirements by either documenting the achievement of the overall goal for this solicitation or project specific goal (if a project specific goal has been set) on the SMWB Good Faith Effort Plan or completing all sections of the SMWB Good Faith Effort Plan and documenting good faith efforts to meet the goal in order to be approved by the SMWB Program Manager as part of the proposal submittal prior to the award of the contract. Should the Good Faith Effort Plan not be submitted, the proposal shall be considered non-responsive.

Adherence to Affirmative Action and Small, Minority and Women Business (SMWB) participation. The San Antonio Water System highly encourages applicants in those instances when joint venturing and/or subcontracting is appropriate to form joint ventures and/or provide subcontract opportunities to small, minority and women owned firms. Accordingly, the San Antonio Water System Good Faith Effort Plan will be used to report SMWB participation. The Good Faith Effort Plan format is attached at the end of this document. This form is required and considered as part of the response to this Bid.

## **VI. ATTACHMENTS**

- I. Attachment A – Price Schedule
- II. Attachment B – Experience
- III. Attachment C – Qualifications
- IV. Attachment D – Safety Data Sheets
- V. Attachment E – Good Effort Plan
- VI. Attachment F – Insurance Requirements

*(Attachment D)*

**SAFETY DATA SHEET (SDS)**

Safety Data Sheet (SDS): Bidder shall provide a SDS together with their bid for items listed in the price schedule. In addition, a SDS and COA shall be submitted along with the quotes for items that are added to the contract post award.

\_\_\_\_\_ Please check if response is included as a separate document.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FOR: \_\_\_\_\_

(Name of Firm Submitting Bid)

DATE: \_\_\_\_\_