

**SAN ANTONIO WATER SYSTEM PURCHASING DEPARTMENT**

**Issued By: Joseph Ramon**  
**BID NO.: 18-6000**

**Date Issued: September 13, 2018**

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**FORMAL INVITATION FOR BIDS**  
**ANNUAL CONTRACT FOR ISOTONIC FLAVORED DRINKS**  
**ADDENDUM 1**

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Sealed bids addressed to the Purchasing Director, San Antonio Water System, 2800 US Hwy 281 North, Administration Bldg., 5<sup>th</sup> Floor, San Antonio, TX 78212 will be received until **3:00 p.m. September 20, 2018** 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: \_\_\_\_\_

**To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.**

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\*\*\*\*\* This **Addendum 1** is issued to make the following changes on Bid 18-6000.

**1. Bid Due Date has changed as follows:**

**“3:00 p.m., September 20, 2018”**

**2. Add Economic Price Adjustment to the Standard Requirements**

(a) The Contractor warrants that the unit prices stated in the Price Schedule are not in excess of the Contractor’s applicable established price in effect on the contract date for like quantities of the same item. The term “established price” means a price that --

- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
- (2) Is the net price after applying any discounts offered by the Contractor.

(a) The Contractor shall promptly notify the SAWS Purchasing Department of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor’s established price, and this contract shall be modified accordingly. 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) If the Contractor’s applicable established price is increased after the contract date, 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 increase, and the amount of the Contractor’s adjustment proposal. Beginning one year after the Start Date, the unit prices shall be subject to annual adjustment, via contract modification, subject to the following limitations:

- (1) Over the life of the contract, the aggregate 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 be effective 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) Within 30 calendar days after receipt of the Contractor’s written request, the SAWS Purchasing Department may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and SAWS shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

**3. Add the following to the Standard Requirements**

**Safety**

- **Vendor/Contractor recognizes and agrees that safety is of great importance in performing any work for SAWS, regardless of the risk associated with the work. Vendor/Contractor shall perform all work safely, in compliance with SAWS PPE Guidelines for Industrial Facilities,**
- **Vendor/Contractors safety program, and any additional safety standards, plans, procedures, rules or requirements set for in the Contract.**

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

**IT IS NOT NECESSARY TO RETURN THIS ADDENDUM 1 AS PART OF YOUR BID SUBMISSION**