
SAN ANTONIO WATER SYSTEM PURCHASING DEPARTMENT

Issued By: **D. Anthony Rubin**
BID NO.: 13-1530

Date Issued: September 5, 2013

**FORMAL INVITATION FOR BIDS
CONTRACT FOR SANITARY SEWER POLE CAMERA INSPECTION "YEAR 1"
CONSENT DECREE
ADDENDUM NO. 1**

Sealed bids addressed to the Purchasing Director, San Antonio Water System, 2800 US Hwy 281 North, Administration Bldg., 5th Floor, P.O. Box 2449, San Antonio, TX 78298-2449 will be received until **3:00 p.m., September 19, 2013** 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.

REPLACE ENTIRE BID DOCUMENT WITH THE REVISED COPY AS FOLLOWS:

IT IS NECESSARY TO RETURN THIS ADDENDUM WITH YOUR BID

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: _____

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of SAWS or the compensation to the vendor.
- (c) Bidders are advised that all SAWS contracts are subject to all legal requirements provided for in state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of SAWS shall have a financial interest, direct or indirect, in any contract with SAWS, or shall benefit financially, directly or indirectly, in the sale to SAWS of any materials, supplies or services, except on behalf of SAWS as an officer or employee. This prohibition extends to all SAWS boards and commissions other than those which are purely advisory.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of SAWS.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to SAWS.

- (c) Alternate bids may be allowed at the sole discretion of SAWS.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since SAWS is exempt from payment of such taxes. An exemption certificate will be signed by SAWS where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer’s reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the

proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of SAWS.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of SAWS that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in SAWS Small Minority Women Business Division and the Contracting Department's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At SAWS request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of SAWS, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the Purchasing Department, San Antonio Water System. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified after submission, provided such modifications are sealed and received by the Purchasing Department prior to the time and date set for the bid opening. However, the San Antonio Water System shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) SAWS may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by SAWS on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) SAWS may, reject all bids whenever it is deemed in the best interest of SAWS to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. SAWS at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by SAWS Purchasing Director or his designee.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to SAWS Purchasing Director or his designee on or before five calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids/ and after the Mandatory Pre-Bid Conference, only to those who attend the Mandatory Pre-Bid Conference. SAWS will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director or designee on or before **five** calendar days prior to the scheduled opening.
- (b) SAWS reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. INVOICING, PAYMENT AND DISCOUNTS

- (a) Address for Invoices. All invoices must be sent to San Antonio Water System, Attn: Accounts Payable, P.O. Box 2449, San Antonio, Texas 78298-2449.
- (b) Information Required On Invoice.

All invoices must be in a form and content approved by SAWS. SAWS may require modification of invoices if necessary in order to satisfy SAWS that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each SAWS Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discount offered shall be shown separately on the invoice.

- (c) Payment by SAWS. SAWS shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date SAWS receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date SAWS receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between SAWS and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by SAWS personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. SAWS will not make partial payments on an invoice where there is a dispute.

- (d) **NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT** NOTWITHSTANDING THE FOREGOING, SAWS CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE SAWS NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF SAWS AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.
- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by SAWS. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The San Antonio Water System is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by SAWS where applicable upon request by bidder after contract award.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, SAWS shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, SAWS reserves the right to reject a discount if the percentage is too low to be of value to the SAWS, all things considered. SAWS may also reject a discount if the percentage is so high as to create an overly large disparity between the price SAWS would pay if it is able to take advantage of the discount and the price SAWS would pay if it were unable to pay within the discount period. SAWS may always reject the discount and pay within the 30 day period, at SAWS sole option.

SAWS will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and SAWS will take the 2% discount if the invoice is paid within the 10 day time period.

12. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for SAWS. In determining best value, SAWS may consider price, reputation, quality, past relationship with SAWS, SWMB requirements, long term cost and any other relevant factors.
- (b) SAWS reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (when manifested by an approved Board Resolution and appropriation) mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) San Antonio Water System reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. SAWS reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. When estimated quantities are lower than estimated by more than 25%, bidder acknowledges acceptance of decrease with no further written consent required. No other changes shall be made without written notification of SAWS.

14. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest appealing the adverse decision to the SAWS Purchasing Director or his designee. The SAWS Purchasing Director or his designee decision on such an appeal shall be final.

Vendor must deliver a written notice of protest to the Purchasing Director or designee within seven (7) calendar days of the posting on SAWS Purchasing website of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check SAWS website posting.

15. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

16. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Purchasing Director or his designee, its obligations under this contract, or violate any of the terms of this contract, SAWS shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to SAWS for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) SAWS may terminate this contract without cause. SAWS shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) SAWS retains the right to terminate this contract at the expiration of each of SAWS budget periods. This contract is conditioned on a best efforts attempt by SAWS to obtain and appropriate funds for payment of any debt due by SAWS herein.

17. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., San Antonio Water System's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the

Purchasing Director or his designee. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

- (d) When delivery is not met as provided for in the contract, the SAWS Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by SAWS as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from SAWS list of eligible bidders as determined by the Purchasing Department.

18. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the San Antonio Water System with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing Department within **ten** days from request.
- (c) The San Antonio Water System will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to SAWS Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to SAWS of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the San Antonio Water System.
- (e) The performance deposit of the successful vendor shall be returned by SAWS upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from SAWS, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. However, the Purchasing Director or his designee may return all or part of the performance deposit to the vendor if the Director or his designee determines, in their sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

19. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that SAWS is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that SAWS shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind SAWS.

20. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, SAWS may assess a fee in order to recoup the cost related to providing the requested information.

21. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold SAWS harmless from any claim involving patent infringement or copyrights on goods supplied.

22. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, SAWS and the board members, employees, officers, directors, volunteers and representatives of SAWS, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon SAWS directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of SAWS, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND SAWS ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE SAWS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise SAWS in writing within 24 hours of any claim or demand against SAWS or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. SAWS shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

23. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from SAWS.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

24. ACCEPTANCE BY SAWS

SAWS shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. SAWS at its option may reject all or any portion of such goods or services which do not, in SAWS sole discretion, comply in every respect with all terms and conditions of the contract. SAWS may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If SAWS elects to accept nonconforming goods and services, SAWS, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate SAWS for the nonconformity. Any acceptance by SAWS, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

25. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

26. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the San Antonio Water System Purchasing Department.

27. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written approval and consent of the SAWS Purchasing Director or his designee. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

28. INTERLOCAL PARTICIPATION

- (a) SAWS may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance SAWS purchasing power. At SAWS sole discretion and option, SAWS may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. SAWS may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall SAWS be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, SAWS shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes SAWS use of Vendor's name, trademarks and Vendor provided materials in SAWS presentations and promotions regarding the availability of use of this contract. SAWS makes no representation or guarantee as to any minimum amount being purchased by SAWS or Entities, or whether Entity will purchase utilizing SAWS contract.

SAWS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN SAWS.

29. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing Department at (210) 233-3819.

SPECIFICATIONS AND GENERAL REQUIREMENTS

GENERAL INFORMATION: In 2005, SAWS embarked on a recurring annual program to clean and inspect large diameter (15-inches and greater) wastewater collection mains in order to improve the performance of the wastewater collection system. In 2007, SAWS implemented its first small diameter contract to supplement the large diameter cleaning and inspection program. This contract will continue to expand on the performance improvement efforts which includes the inspection of smaller diameter pipes (21-inches and less) and manhole inspection.

SCOPE: The San Antonio Water System (“SAWS”) is soliciting bids from vendors to provide labor, materials, equipment, supervision and all work necessary to inspect, and record the condition of designated wastewater collection system pipelines 21 inches and less in diameter and manholes. Work is done on designated gravity mains and manholes located within the SAWS wastewater collection system service area. The mains are almost entirely clay and concrete pipes.

PERIOD OF CONTRACT: The contract shall begin upon the effective date of award, and will remain in full force for the initial period from the Board Award date until December 31, 2013.

I. STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to SAWS Purchasing Department that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, SAWS reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each SAWS department authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by SAWS on a monthly basis.
 - b. All invoices must be submitted in singular and show each purchase order number and corresponding SAWS department. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
 - c. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration for the contract period.

5. All bids submitted shall be valid for a period of not less than ninety (90) days.
6. Questions pertaining to bid will be answered by D. Anthony Rubin at (210) 233-3815 or via e-mail arubin@saws.org.
7. Technical questions will be answered by Jerome Iltis at (210) 233-3683 or via e-mail jiltis@saws.org with a copy to D. Anthony Rubin.
8. Questions must be received by **Thursday, September 12, 2013 by 3:00 PM.**
9. Award will be made to the overall low, responsible, qualified bidder. Successful bidder will be required to sign a standard SAWS Service Contract within 15 days of notification of being the apparent low responsive bidder. (Sample is available upon request.)

10. **BID SUBMISSION REQUIREMENTS**

One (1) complete original bid (marked as “Original”) and three (3) complete copies (marked as “Copy”) placed in a sealed package must be submitted. Original bid must be signed by a representative that is authorized to bind the bidder.

1. **BID PACKAGE:** **Place as Tab 1.** Bidder must complete, sign and submit the entire bid document, as well as any Addendum. Include the following documents with your bid submission, tabbed, and attached in the order indicated below:
2. **BIDDER QUESTIONNAIRE:** Complete and submit the attachment entitled “Bidder Questionnaire”. **Place as Tab 2.**
3. **EXPERIENCE:** Submit the information required by the attachment entitled “Experience”. **Place as Tab 3.**
4. **PERSONNEL QUALIFICATIONS:** Submit the information required by the attachment entitled “Personnel Qualifications”. **Place as Tab 4.**
5. **RESOURCES:** Submit the information required by the attachment entitled “Resources”. **Place as Tab 5.**
6. **PRICE SCHEDULE:** Complete and submit the attached Price Schedule. **Place as Tab 6.**
7. **SMALL, MINORITY AND WOMAN-OWNED BUSINESS PROGRAM COMPLIANCE:** Complete, sign and submit the attached Good Faith Effort Plan. **Place as Tab 7.**
8. **ADDENDUMS:** Bidder shall submit all Addendums (if any) issued for this Bid. Addendums to the Bid will be posted on the San Antonio Water System’s Website, http://www.saws.org/business_center/procbids/. It is Bidder’s responsibility to review this site and ascertain whether Addendums have been issued prior to submission of a bid response. Sign all Addendums that are required to be returned. **Place as Tab 8.**
9. **PROOF OF INSURANCE:** Submit proof of possessing the required insurance. **Place as Tab 9.**

II. INFORMATION AND INSTRUCTIONS TO BIDDERS:

1. **Minimum Vendor Qualifications:** Bidders must meet or exceed the following criteria. Documentation must be submitted with the bid to fully demonstrate these minimum requirements. Failure to provide the required information may result in determining a bidder to be non-responsive:

- A. **Vendor Experience.** Bidder shall have a minimum of at least five (5) years experience in the inspection and recording the condition of sanitary sewer system pipes and manholes, including current work. Among the Vendor's experience at least one project shall have included pole camera work.
- B. **Personnel Qualifications.**
 - a. The on-site project superintendent shall have experience that includes successful completion of inspection activities for sewer mains; and shall have at least three (3) years of experience. Experience of the on-site superintendent shall include the use of pole camera inspection equipment. The superintendent shall possess a certificate demonstrating current NASSCO PACP and MACP training.
 - b. The data manager shall have at least six months of GIS experience managing data for inspection work, or similar data, in an ArcGIS environment, specifically ArcMap version 10. The data manager must also be competent in the use of excel and access computer applications to perform the data management requirements.
- C. **Resources.** Vendor and any sub-vendor(s) shall have available manpower and shall own available equipment to perform the work required by these specifications, including the production of maps necessary to locate and identify the specific mains.

2. **Bid Submission Procedure (also see General Conditions):**

- A. Bid documents can be downloaded from the SAWS website.
- B. Part V of this Invitation For Bid establishes the requirements for documents to be submitted with the bid proposal. All documents submitted must be clear and concise, and must be completed in their entirety in accordance with provided instructions. In addition to establishing pricing, the documents are intended to articulate Bidder's ability to perform the services being solicited by these specifications. **BIDDERS THAT DO NOT SUBMIT THIS INFORMATION WITH THEIR BID PROPOSAL MAY BE ELIMINATED FROM FURTHER CONSIDERATION.**
- C. All pages of this bid document must be returned along with all other required documents.
- D. An officer of the bidder's company shall print or type his/her name and manually sign page 1 of the original bid package. Failure to sign this page will result in disqualification of the bid.
- E. The bid package shall be accompanied by a letter on the bidder's letterhead, signed by an officer of the bidder's company, and shall be notarized verifying that all information is true.
- F. One (1) complete original set (marked as "Original") and two (2) copies (marked as "Copy") of the bid package must be submitted.

3. Pre-Bid Conference: SAWS will not hold a pre-bid conference.

Bidders are encouraged to prepare and submit their questions in writing by September 12, 2013. SAWS responses to questions will be distributed and posted at SAWS Purchasing website. Bidders may submit written questions concerning this Bid to **D. Anthony Rubin**, Contracting and Purchasing Specialist via email at arubin@saws.org, or via facsimile at 210-233-5433.

4. Evaluation Process:

- A. Incomplete bid prices will not be considered.
- B. Bidder must meet or exceed the minimum qualification requirements.
- C. SAWS reserves the right to reject any or all bids, to waive any minor irregularities or technicalities, and to accept any bid it deems to provide the required services to SAWS. SAWS further reserves the right to reject a company's bid if it is found that collusion exists amongst bidders or if a conditional bid is submitted.

III. TECHNICAL SPECIFICATIONS

1000.1 Scope of Work

The scope of work consists of furnishing all labor, materials, equipment, supervision, and performing all work necessary to inspect and record the condition of designated wastewater collection system pipelines (mains) ranging in diameter from 21 inches and smaller and manholes, and manage associated data.

Work includes locating and exposing manholes, pole camera of wastewater collection system pipelines and manhole inspections. It does not include the inspection of laterals which may be connected to manholes. All work will be performed in accordance with these specifications with regard to quality, workmanship, electronic deliverables, and schedule.

In addition to inspecting the sewer infrastructure, the VENDOR will be required to submit map corrections and establish traffic control as necessary to accomplish the work.

1000.1.1 Project Location

Work is on specific mains, manholes and structures located within the SAWS wastewater collection system service area. These specific assets are identified in the Geographic Information System (GIS) personal geodatabase that is part of this invitation for bid and is available for downloading electronically from the SAWS website. For spatial reference, GIS shape files for the City streets and for the City parcels are available from the City, or are available from SAWS on compact disk upon request by contacting the SAWS Purchasing Division at 210-233-3816, by facsimile at 210-233-4212, or by e-mail at **arubin@saws.org**. The personal geodatabase of the mains and manholes provides an identification numbering system for all manholes and structures inspected, and it also provides approximate manhole invert elevations and pipeline lengths. SAWS makes no guarantees as to the accuracy of this data. VENDOR shall make its own investigation for purposes of performing the work.

1000.1.2 Terms

Execution of Contracts: The services outlined are anticipated to commence upon contract execution, which will follow approval by the SAWS Board of Trustees which is anticipated to occur October 1, 2013. No work shall commence until the contract is executed, until the Vendor provides the necessary evidence of insurance as required, until certain required submittals are approved, until a performance bond is obtained as required, and until a Notice to Proceed is issued.

Period of Service Agreement: The contract shall begin upon the effective date of award, and will remain in full force for the initial period from the Board Award date until December 31, 2013. SAWS reserves the right to cancel the contract without cause with 30 day written notice.

1000.1.3 Quantities

All quantities in the bid proposal are based upon the current SAWS geodatabase of mains, manholes and structures. SAWS makes no guarantees as to the accuracy of this data. It is the intent of the bid proposal and the quantities therein to establish a unit price for various line items to be paid to the VENDOR by SAWS during the period of this contract. No change in the unit price will be made, regardless of the actual quantity of the item of work performed during the period of the contract. For the purposes of payment, the unit bid prices will apply to the actual quantities of work performed.

1000.2 Project Requirements

Compliance with the following subsections of this specifications section 1000.2 is considered subsidiary to the cost of inspection of the collection system. Additional compensation will not be allowed.

1000.2.1 Project Performance Time

The Vendor agrees to start work within fifteen (15) calendar days after a written Notice to Proceed is issued by SAWS. All work be completed and invoiced by the end of the calendar year. It is up to the Vendor to provide enough equipment and workforce to accomplish the workload assigned to the Vendor within the allotted time frame, and within the period of time allotted in any City Right of Way permit that may be required.

Penalty for non-performance. Time is of the essence for the performance of all work by the Vendor. For each day beyond the end of the contract period that all work is not complete, the Vendor shall pay SAWS a penalty for non-performance in the amount of \$1,000 per day.

1000.2.2 Vendor Identification

The Vendor's employees and any other persons or organizations working with or under the Vendor on this project shall be uniformed and carry photographic identification. The VENDOR shall complete and submit to the SAWS Security office a Vendor Data Form, which requires a background check of employees, prior to start of work in order to obtain SAWS security badges for the employees.

All traffic barricades, which are required in accordance with the established regulations, shall be identified on both sides in prominent stenciled letters with the VENDOR's name, local address and telephone number.

1000.2.3 Inspection Equipment

The following is the minimum specification for the Pole Camera Equipment to be utilized for inspection activities. Specific equipment information shall be provided as outlined in Tab 5 – Resources.

1. The camera shall be capable of producing a color video image and still images in an electronic format. The images shall be viewable using standard Microsoft Office Software and shall have a minimum resolution of 640 x 480 pixels.
2. The image sensor shall be capable of viewing down a minimum diameter of 6" pipe lines and have a minimum viewing range of 150 feet with bright pipe sidewall detail.
3. The camera will have a zoom feature of 18:1 optical and a digital of 12:1.
4. Camera will have a minimum lux rating no greater than 7.
5. The camera will react automatically to changing dark environments for viewing in large or far dark areas and cameras without this feature will be deemed unacceptable. Camera will have ability for auto and manual focus and maximum time for auto focus to resolve a subject is 1/2 second.
6. System illumination shall be provided by HID (High Intensity Discharge) lighting with a maximum reflector angle of 6 degree for far viewing and maximum of 13.5 degree for close viewing. (4100cp at 13 degree beam, 13000cp at 6 degree beam) and lamps operate at a minimum color temperature of 4,300 Kelvin and up to 5500 Kelvin to provide for bright and contrast lighting at far distances.
7. Distance between center lens of camera and center point on lighting shall be constructed in order to provide acceptable video images in small pipes and at longer distances in larger pipes.
8. Camera to be supported and be able to tilt.
9. Camera head with lighting must have ability to fit into a 5.5" diameter opening, providing access in 6" risers and having viewing capability in 6" pipe lines;

10. A telescoping pole adjustable to a minimum of 18 feet shall be included to permit placement of the camera into a variety of areas.
11. Pole diameter must be large enough to internally house the camera connector and cable.
12. The video/camera control cable shall be integrated inside the pole.
13. System positioning shall be calibrated and have adjustable pole mounted stand-off/stabilization capability to assist viewing dropped lines, centering camera in different diameter lines and to assist with stabilizing and dampening image movement from manhole or basin bottom,
14. Standoff will be calibrated with markings that allow centering camera in pipes up to 48-inches in diameter.
15. Standoff will have spring loaded foot to allow for travel of the camera to properly center the camera to maximize viewing results, Systems without system positioning calibration will be deemed unacceptable.
16. Stabilization system will have ability to add different spring tensions that correspond with different camera and lighting configurations.

Visual information collected by the VENDOR shall be capable of delivery to SAWS on an external hard drive in accordance with these specifications.

1000.2.4 Secure Storage

The VENDOR shall obtain a secure storage area of a size adequate to accommodate the required equipment, vehicles, and materials for the period of performance of the agreement at the VENDOR's expense. Storage shall not be located in a residential neighborhood.

1000.2.5 Information Review

The VENDOR may review all available information pertinent to the site of the project including reports prepared under previously accomplished studies or surveys, and any other data relating to the design of the project, including drawings, construction specifications, sewer system records, etc., if provided by SAWS. The VENDOR shall request these documents at least ten days in advance.

1000.2.6 Permits

The VENDOR shall make necessary arrangements to comply with any regulations, provisions, or requirements of any right-of-way permits that may need to be issued for work to be performed within a right-of-way. San Antonio Water System (SAWS) is responsible for obtaining all necessary right-of-way permits from the City of San Antonio and from any other governing entity, including railroads. The VENDOR shall notify SAWS at least ten (10) days in advance of the requirement of any right-of-way permits so that SAWS will have ample time to obtain the permits. The SAWS Project Manager shall provide the right-of-way permits identified by the VENDOR upon ten (10) days advance notice by the VENDOR of the requirement of the permits. SAWS will pay only for the first right-of-way permit for each permit area that is within the project location. If a permit extension is required, the VENDOR must notify SAWS a minimum of 10 calendar days prior to the expiration date of the permit. If the permit expires and needs to be reapplied for or renewed due to the VENDOR's failure to notify SAWS in a timely manner of the pending permit expiration date, the VENDOR will be required to reimburse SAWS for the cost of the permit. In addition, the VENDOR is responsible to reimburse SAWS for all permit fines or fees that are associated with improper traffic control, barricades, safety issues, or violations issued by the agency under the approved permit. SAWS retains the right to suspend payment and work until all permit fines and/or expired permit fees are reimbursed to SAWS.

The VENDOR is solely responsible for obtaining all other necessary permits and inspections.

1000.2.7 Tree Preservation

The VENDOR shall conform to all requirements of the City of San Antonio Tree Preservation Ordinance, including making the proper notifications to the City Arborist and/or obtaining required permits if necessary.

1000.2.8 Existing Utilities

The VENDOR shall be held responsible for the protection of existing utilities as well as all damage which may occur as a result of operations. It shall be the VENDOR's responsibility to determine the location of existing utilities. The VENDOR shall pay the cost of temporarily relocating utilities for the convenience of the VENDOR. In areas where existing utilities are within and adjacent to the established limits of work and could be damaged as a result of the VENDOR's operations, the VENDOR shall take all necessary precautions to protect such utilities from damage. Further, should damage to other utilities occur, the VENDOR shall be fully responsible and shall pay for the repair of any such damage without additional cost to SAWS or the affected utility owner.

Where overhead power lines are in close proximity to the work, the VENDOR shall comply with the requirements established by Vernon's Texas Civil Statutes Articles 1463c.

1000.2.9 Communication

The VENDOR shall have the ability to communicate with SAWS at all times. The Superintendent shall have a cellular telephone at which he/she can be reached at any time. In the unforeseen event that the Superintendent is unavailable, VENDOR shall provide SAWS with an emergency telephone number for evenings, weekends, and holidays by the first working day of the project. The telephone number must be a commercial answering service. The answering service must be able to contact the VENDOR, and the VENDOR must respond back to SAWS immediately after the initial contact.

1000.2.10 Incident Complaint Log

The VENDOR shall maintain a log of incidents and customer complaints. Incidents include any event that disrupts productivity, damages infrastructure, or that would cause a negative public perception of SAWS. Examples of incidents include the intrusive removal of lodged equipment from the main, a sewer spill, a "stop work" order issued by a City right-of-way inspector, citizen complaint, accident, injury, etc. Relay any incidents or customer complaints to the SAWS Project Manager and Inspector immediately, or as soon as practicable, upon occurrence. The log shall include date and time of call or incident, nature of complaint and resolution if any. The log shall be made available to SAWS upon request.

1000.2.11 Safety and Health Program

The vendor shall conform to the SAWS Health and Safety Program which can be obtained from the SAWS web page at <http://www.saws.org/business%5Fcenter/specs/constspecs/> under Item 902.

The VENDOR's project-specific Safety and Health Program plan shall be prepared, submitted to SAWS prior to the Pre-Work Conference and approved prior to the issuance of a notice to proceed.

The VENDOR shall post all documentation as required by OSHA and SAWS and require all on-site employees and sub-VENDORS to read, sign and follow the Health and Safety Plan. A signed copy of the Health and Safety Plan shall be kept on the work site at all times.

The Site Superintendent shall have taken the OSHA 40-hour hazardous worker training course and appropriate annual refresher courses, as described in OSHA 29 CFR 1910.120. All VENDOR employees and sub-VENDORS shall be properly trained in accordance with applicable standards and regulations.

All confined space entry procedures must conform to OSHA 29 CFR 1910.146 and SAWS procedures.

SAWS shall not be responsible for any hazardous materials uncovered or revealed at any site where work is being performed during this project. The VENDOR shall immediately notify the SAWS Project Representative of any suspected hazardous materials before or during the performance of work and shall take all necessary precautions to avoid further spread of the materials and contamination of the environment. The VENDOR shall continuously monitor and control harmful gases while working at each site.

Compensation for preparation of the Health and Safety Plan is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.2.12 Quality Control and Assurance Plan

The VENDOR shall prepare and submit a Quality Control and Assurance Plan that provides information regarding the policies and procedures that the VENDOR will follow to ensure that the work is conducted in a timely and professional manner, that the results of the VENDOR's operations will produce the desired effect and that the data collected will be of appropriate quality. The plan shall also provide information regarding the procedures put in place by the VENDOR to effectively negate any type of undesirable condition in the collection system that is typically encountered in a project of this nature and magnitude that would materially affect the quality and productivity of the work. Include in the plan procedures for taking pictures of the above ground pre-existing area of work to document the condition for the purpose of protecting the Vendor from any false claims that may arise due to damages to private or public property. The VENDOR shall submit the plan for approval prior to commencing work. Approval of the plan does not in anyway, relieve the VENDOR of any liability under this contract. Guidance on typical plans can be found at http://www.saws.org/business%5Fcenter/specs/constspecs/docs/Spec_Proc_903.pdf. Compensation for preparation of the Quality Control and Assurance Plan is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3 Vendor Operations Requirements

1000.3.1 Mobilization

Mobilization on this project shall be incidental to the work performed and no separate payment will be made.

1000.3.2 Schedule of Operations

Normal working hours are 7:00 a.m. to 5:00 p.m. daily, except for weekends and SAWS holidays. VENDOR shall carefully plan, in close coordination with SAWS prior to beginning any work, to fully develop procedures and standards for the work that is to be scheduled. Employee safety, workmanship standards, tracking progress, submitting deliverables, and maintaining the integrity of SAWS and City operations with minimal disruption will be the key areas to be addressed during the scheduling of the work. VENDOR shall schedule work to accommodate requirements of the City of San Antonio Right of Way department, particularly as it regards the work days and working hours near schools, churches, during special events, and any other requirement imposed by the City. The Vendor shall provide at least 72 hours advanced notice of any scheduled work outside of normal working hours.

Compensation for preparation and submission of work progress schedules is considered subsidiary to the cost of inspection of the wastewater collection assets. Additional compensation will not be allowed.

1000.3.3 Daily Notifications

The VENDOR shall notify SAWS (project manager, inspector, and the Emergency Operations Center) via e-mail by 7:00 A.M., each work day of the work locations for that day. The VENDOR shall provide at least 72 hours advanced notice of any scheduled work outside of normal working hours. The VENDOR shall include a description of equipment to be used in the daily notification. VENDOR shall also notify the City Right of Way inspector and/or any other jurisdictions as may be required. Repeated failure to properly notify SAWS and others of work locations may result in stoppage of work and a formal review by SAWS regarding contract compliance prior to allowing the resumption of work. Extension of the contract completion date will not be extended due to such work stoppage for SAWS review.

Compensation for daily notifications is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.4 Third Party Notifications

The VENDOR shall notify third parties (such as public and private utilities) of intent to perform work in an area where such parties may have rights to underground property or facilities, and shall request maps or other descriptive information as to the nature and location of such underground facilities or property, and shall offer assurance of the VENDOR's ability to enter upon any public or private lands to which access is required for performance of the work under the contract.

Notification shall be made to residences and businesses as appropriate when inspection operations impact them or require entry onto their property.

Compensation for third party notifications is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.5 Abatement and Remediation Plans and Notifications

In all situations, the VENDOR shall immediately notify SAWS in the event that unauthorized and untreated wastewater is discharged from the collection system.

In the event that evidence is discovered of a safety hazard (such as a missing manhole cover) or/and an imminent restriction of flow (such as severely crushed pipe, protruding lateral, voids, or missing pipe, or surcharged mains) or other situation that would result in an overflow or public hazard, the VENDOR shall immediately contact SAWS.

The VENDOR shall prepare and submit a detailed Sanitary Sewer Overflow Response Plan that describes, in detail, the measures that the VENDOR will activate in the case where unauthorized and untreated wastewater is discharged from the collection system as a result of the VENDOR's operations. The SAWS Project Manager shall approve the plan prior to issuance of Notice to Proceed. Approval of the plan does not, in any way, relieve the VENDOR of any liability under this contract. The plan should cover all project areas and should have facilities and contingencies to cover all potential sanitary sewer overflow abatement situations. The plan shall include the following components as a minimum:

- Emergency notification plan with names and phone numbers.
- Sewage containment procedures.
- Flow control and/or diversion.
- Non-intrusive removal of blockages, including blockages caused by lodged equipment.
- Sewage cleanup procedures.
- Name and phone number of local cleaning services and remediation company.
- List of equipment VENDOR will have staged in the vicinity to support immediate implementation of the plan.
- Acknowledgement of the importance of immediate response to any spills,.

The VENDOR shall be liable for all costs of damages, direct and indirect, associated with sanitary sewer overflows that are caused, directly or indirectly, in whole or in part by its operations.

Compensation for drafting, submitting and executing emergency plans and notifications is considered subsidiary to the cost of inspecting the pipelines. Additional compensation will not be allowed.

1000.3.6 Traffic Control

During the course of inspection of the wastewater collection system, it may become necessary to disrupt the normal flow of vehicular or pedestrian traffic in work areas. These disruptions should be minimized. The VENDOR shall arrange traffic control when the safety of work or the public requires such protection, in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices and standards for traffic control in work areas and as otherwise required by the City of San Antonio Right of Way Management Ordinance or other governing entities. In the case of a conflict between standards, the local codes will govern. The VENDOR is responsible for coordination of traffic control measures between local entities including, but not limited to, the City of San Antonio, Bexar County, TxDOT and SAWS.

The VENDOR shall identify the locations of areas where right-of-way permits will be required for work, particularly where the governing jurisdiction may require a traffic control plan. Should a detailed site specific plan for the work be required by a governing jurisdiction as a pre-requisite for obtaining a right-of-way permit, a certified traffic control plan shall be submitted including properly placed signs and barricades in relationship to the work and streets, and shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices. The plan must be sealed by a Registered Texas Professional Engineer if required by the governing authority.

Other traffic control requirements may be imposed by the governing jurisdiction at the time of work. Therefore, the VENDOR shall be flexible to such possible traffic control requirements, which include but are not limited to, the items noted below:

- A police officer may be required by the City of San Antonio or other local entity having jurisdiction over the right of way where work is being conducted.
- Only one lane can be closed at any given time.
- Streets must be open to full width at night, unless conducting inspections at night.
- Traffic Control work shall be completed between the hours of 8:00 A.M. and 4:00 P.M. unless otherwise instructed in writing by SAWS or permit.
- Residential streets can be closed one block at a time during daylight hours only and open to full width at the end of each workday.
- Two-way traffic must be maintained at all times. If two-way traffic cannot be maintained, then the VENDOR must use a flagman set-up to assist with traffic control.
- Should temporary pedestrian crossing be required, locations will be decided upon in the field by the SAWS Representative and governing jurisdiction representative.
- At no time shall VENDOR close two intersections at the same time.
- In case of an emergency street closure, the following procedures will be followed:
 - Weekday: 7:45 A.M. – 4:30 P.M. contact the City of San Antonio Traffic Engineer office for instructions or other governing jurisdiction.
 - After normal working hours and on weekends the VENDOR shall notify the Police and Fire Department immediately. The SAWS Inspector shall notify the City of San Antonio Traffic Engineer the next normal working day.
- Access to local residences, schools, and businesses must be maintained at all times. This may include, but is not limited to, the use of flagmen to control traffic at these access locations.
- It is the VENDOR's responsibility to contact the Texas Department of Transportation when working on any of their right-of-ways once a permit is obtained and to follow any outlined requirements in subject obtained permit.
- The VENDOR shall notify Union Pacific Railroad prior to doing work in their right-of-way. A flag man is required (at Vendor's cost) when working less than 25 feet to any railroad track.
- Night work will be allowed as required for inspection operations only if agreed and approved by SAWS and the governing right-of-way jurisdiction. The VENDOR shall provide at least 72 hours advance notice of any scheduled work outside of normal working hours.

A copy of the police officer's invoice(s) indicating the number of hours worked for each completed work order shall be attached to the VENDOR'S monthly invoice to SAWS. Payment will be made to the VENDOR for the police officer's services on a "per hour" basis with no markup at the unit price established in the Compensation Schedule. Payment will not be made to the VENDOR for hiring a police officer when such services are not required by any governing agency. Additional compensation will not be allowed for traffic control plans or traffic control in general.

1000.3.7 Access

It is anticipated that the VENDOR will be able to locate and access all of the sewer manholes and structures, although the VENDOR may find some to be paved over or otherwise covered. The VENDOR is responsible for removing any material necessary to expose manholes and structures in order to gain access. All field crews shall be equipped with a magnetic locator. If the manhole or structure is not located after an exhaustive effort is demonstrated by the VENDOR or if mechanized equipment is necessary for uncovering and exposing manholes or for restoring street surfaces subsequent to such uncovering and exposing of manholes, the Vendor shall request SAWS assistance at least five (5) days in advance of the needed work. As a general rule, the Vendor shall expose manholes when the thickness of cover is 3-inches or less in streets and in other asphalt-paved areas, and when the thickness of cover is 12-inches or less in non-paved areas. If locating the manhole with an electronic locating device, such work will be incidental to the inspection work. No additional payment will be made for locating manholes. If a private property owner has built any improvement on top of a manhole or structure that restricts access, do not damage the improvement, but rather notify SAWS immediately. SAWS may, at its discretion, abandon the inspection of the line due to the private improvement if no other alternate means of inspection are available.

The VENDOR shall obtain written permission for access to private property where easements are inadequate. SAWS will assist the VENDOR in obtaining any temporary right of entry permits where feasible, only after the VENDOR has put forth a diligent effort. This shall not relieve the VENDOR of any responsibility for obtaining required permits, approvals, etc.

In areas where brush and other vegetation make access to the sewer mains designated for inspection less than desirable and/or the route to the sewer access point(s) is not via a recorded easement, the VENDOR shall provide his own access to all sewer access points for the purpose of inspection after contacting the proper owner if necessary. In such case the VENDOR shall work with the Property Owner to find alternative methods of access and obtain a signed agreement that outlines the method. Provisions of all agreements for replacement of removed or damaged private property relative to the alternate access method shall be at the responsibility of the VENDOR. The VENDOR shall respect all private and public property owners' rights. Any fence removal and replacement, clearing, mowing, trimming, spraying of cuts, and/or protection of trees, bushes, grass, plants, etc. for the ingress and egress by the VENDOR to a designated project point or site will be at the VENDOR's own expense.

Immediately after completion of the work at each location, the VENDOR shall remove all equipment, and manage or restore all vegetation in conformity with all applicable regulations and ordinances. Fix any ruts caused by the trucks. When feasible, and without additional cost to SAWS, the VENDOR is encouraged to facilitate the use of, rather than the disposal of, the vegetative material which results from clearing activities. Such facilitation may be in the form of directing material to composting operations rather than to disposal facilities.

The VENDOR shall be responsible for providing SAWS a list of brush management facilities to be used by VENDOR in the performance of the work. These facilities shall be strategically located in the SAWS service area so that travel time and distance to and from the work site will be kept to a minimum. The VENDOR shall secure SAWS' approval of such facilities prior to receipt by those facilities of brush and any other vegetation. Any facility used to dispose of vegetative material shall be properly permitted and zoned to receive such material. Documentation of that fact shall be provided to SAWS prior to the use of any such type facility. Any modifications or additions to the list will be submitted in writing to SAWS for approval. The VENDOR shall also comply with any applicable City of San Antonio and/or Bexar County regulations and guidelines regarding the clearing of vegetation and disposal thereof.

All customer refusals to allow access, vegetation clearing, or any other work required by this contract, shall be referred to the SAWS Project Manager as soon as practicable, and documented in writing within 48 hours for SAWS action and follow-up.

Upon completion of work at each manhole, reinstate manhole inserts and bolt down manhole covers where bolted covers were found to exist. If threads on the manholes need to be cleaned out for the proper fastening of the bolts then the VENDOR shall do so with a die tap threader at no additional cost in order to torque the bolt and properly seat the manhole covers. Any new bolts and gaskets needed to replace missing or defective bolts and gaskets will be provided by SAWS at no cost to the Vendor for the material.

After each occasion a gate is used for access, ensure the gate is immediately closed.

Compliance with the access requirements of these specifications is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.8 Flow Control in Gravity Mains: Line Plugging

The complete plugging of a line will be a joint decision of SAWS and the VENDOR. Complete plugging or blocking of any sewer line will not be allowed without prior notification of the SAWS Inspector. The VENDOR will be required to provide a map or drawing that illustrates where the plug will be placed and where the flows are to be transferred. A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be immediately released during inspection operations. After the work has been completed, flow shall be restored to normal pre-inspection conditions. Further precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. The VENDOR shall be solely liable for damages due to backups, overflows or system diversions that result from the VENDOR's work activities related to this project.

1000.3.9 Pole Camera Inspection of Gravity Sewer Mains

If during the pole camera inspection of a main segment, the wastewater flow depth exceeds one-half of the pipe diameter the VENDOR shall notify the SAWS Project Manager. The SAWS Project Manager may grant pole camera inspection of the main with half flow of the pipe diameter or greater if VENDOR has attempted inspection during low flow periods and temporary plugging of the line(s) to divert flow is not practical.

If during pole camera inspection a manhole is encountered that is not shown on the maps or tabular segment listings, no later than the day following the unmapped manhole discovery, the VENDOR must submit a map correction to SAWS illustrating the location of the unmapped manhole including the distance to the nearest existing mapped manhole, in order to obtain a new manhole identification number. In response, SAWS will provide the VENDOR a new manhole number for inclusion in the VENDOR's inspection report.

The VENDOR is responsible for removal of any equipment that becomes lodged in the pipeline. If any equipment becomes lodged in the pipeline, the VENDOR shall be responsible for the removal of equipment. The VENDOR shall not utilize any intrusive methods other than via existing manholes or structures. In situations where it will be required to breach the pipe for removal of equipment, the VENDOR shall contact SAWS immediately so that SAWS can coordinate the removal of equipment for the VENDOR. SAWS will charge the VENDOR for such work, including material, equipment, labor and overhead for repairs to pipelines, manholes, appurtenances, and surface restoration. Any incidents of removal of lodged equipment shall be logged in the incident log.

Pole camera inspection of sewer lines shall include video of each pipe connected to the manhole excluding service laterals. The video shall document the internal condition of the pipe and be taken from the manhole. The pipe inspection video shall be continuous and shall identify which manhole the pipe is associated with. The pipe video shall start with the effluent pipe and then proceed to influent pipes in a clockwise manner around the manhole. The video shall start with the pole camera centered in the pipe to be videotaped and zoomed out to the maximum extent, and shall slowly zoom until the camera's maximum zoom is reached. The video shall then zoom back out to the camera's maximum extent before moving to the next pipe. Still photographs of major defects observed during the inspection shall be captured and documented.

Where obstructions prevent videotaping of any pipe to the extent of the pole camera's capability, this shall be noted and documented.

For drop connections, the bottom of the drop connection will be videotaped first. The video will then proceed to the top of the drop connection before proceeding to the next pipe.

The inspection of a line segment will not be considered complete until the quality of the recorded video and images has been approved by the SAWS Project Manager and the electronic data has been submitted in the proper format. The recorded images shall be clear and visible, without any distortion, in order to evaluate the condition of the pipeline. If the quality of the recorded image is not sufficient, the VENDOR shall re-record the images and resubmit the recordings and reports at no additional cost to SAWS. Camera distortion, inadequate lighting, dirty or submerged camera lens, camera speeds greater than specified in the contract, and blurred or hazy images are examples of conditions that will be cause for a submittal to be rejected.

Compensation for sewer line pole camera inspection shall be on per manhole basis regardless of the number of pipes connected. No inspection of laterals connected directly to the manholes is required. SAWS makes no distinction regarding the method actually used for the pole camera inspection or the depth of cover of the line segment.

1000.3.10 Inspection of Manholes and Structures

Inspection of manholes and structures shall be conducted by the VENDOR to identify defects that are potential locations for infiltration and/or exfiltration. This includes newly discovered manholes and structures that were previously unmapped. Utilizing industry standard OSHA safety procedures and appropriate traffic control, all subsurface manhole and structure components shall be inspected as assigned. VENDOR will perform a visual inspection of each manhole. Potential maintenance and structural problems shall be referred to SAWS. Any evidence of major infiltration or exfiltration, or any defects identified as an emergency, shall be immediately (i.e. within one (1) hour) reported to SAWS. The recorded data includes the following:

- Location and asset identification number
- VENDOR will submit a geodatabase with all manholes inspected. Each manhole will receive a “Pass,” “Needs Further Assessment”, or “Emergency” rating from VENDOR. All manholes that receive an emergency rating will be referred to SAWS within one hour. The criteria for pass, needs further assessment, or emergency will be provided to the vendor upon commencement of the Contract.

Upon completion of work at each manhole, reinstate manhole inserts and bolt down manhole covers where bolted covers were found to exist. If threads on the manholes need to be cleaned out for the proper fastening of the bolts then the VENDOR shall do so with a die tap threader at no additional cost in order to torque the bolt and properly seat the manhole covers. Any additional bolts and gaskets needed to replace missing bolts will be provided by SAWS.

1000.3.11 Surcharging, Sewage Spills and Overflows

When the VENDOR causes a spill or overflow to occur, or when the VENDOR causes a surcharged condition that is anticipated to result in an overflow, or when a splash or backup occurs inside of a building, the VENDOR shall activate the Sanitary Sewer Overflow Response Plan. The VENDOR shall attempt to prevent the following, as a minimum:

- Splashes and sewage back-ups into buildings.
- Sewage overflows at manholes, cleanouts or any access point to the sewers.
- Sewage discharge anywhere outside of the sanitary sewer system or outside of the approved debris disposal facility, particularly into streets, storm sewers or surface waters.

If during the inspection operation, raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment due to the VENDOR’s work or activities, the VENDOR shall immediately recover and clean up the sewage and solids, and disinfect the area affected. All overflows shall immediately be reported to SAWS Emergency Operations Center (EOC) at (210) 233-2015, SAWS Project Manager, SAWS Inspector, and Jeff Brown (210) 233-3605 or (210) 621-3890 or his designated representative. Proper cleanups and remedial actions shall be taken to safely resolve the matter in the most expeditious manner. Where the sewage flow is blocked or plugged by the VENDOR while diverting flows, sufficient precautions must be taken to protect the sewer lines from damage and to prevent overflows. All overflows will be reported by SAWS within 24 hours by phone to TCEQ, by written report within 5 days, and monthly per normal reporting procedures.

Backups or splashes inside buildings that occur require immediate remediation by the VENDOR using the services of a local company specializing in cleaning and disinfecting residences and businesses. The remediation company used by the VENDOR shall be reviewed prior to beginning work, and shall provide a protocol that will be implemented for various scenarios that may occur. The remediation company should be available 24 hours every day for those customers who may not be at home during the day and find their property has been damaged after hours. SAWS Emergency Operations Center (EOC) office shall be notified daily (210) 233-2015 of locations the VENDOR is working so that if calls come in after normal working hours, the customers are referred to the VENDOR. The VENDOR shall submit phone numbers of VENDOR’s Project Manager and/or on-site superintendent to SAWS for customer referrals. The VENDOR Project Manager and/or on-site superintendent shall be available 24 hours every day for customer referrals and shall act immediately to investigate customer complaints.

Upon discovery that a backup or splash has occurred inside a building, the VENDOR shall dry up the spill immediately and dispatch the cleaning service to professionally clean and disinfect the area. The cleaning service company shall be at the customer site within three hours of notification of backup or splash occurrence, or as otherwise scheduled by the customer. Documentation of the remediation services provided to customers shall be provided to the SAWS Project Manager upon initiation and at completion of the services, and shall be entered into the incident log. Should the customer refuse the remediation services, VENDOR shall provide a business card and contact name should the customer want to schedule remediation at a later date. Refusal of remediation services shall be documented in writing by the VENDOR and provided to the SAWS Project Manager.

The VENDOR shall consider the requirements in this specification section when drafting and submitting the Sanitary Sewer Overflow Response Plan.

Compensation for remediation of damages caused by sanitary sewer backups, along with any ancillary equipment or material costs is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

The **VENDOR** is responsible for any fines, penalties or other costs or damages imposed upon **SAWS** by any agency or private party as a result of the spill or improper discharge by the **VENDOR**.

1000.3.12 Line Inspection Report

Create a digital line inspection report for every sewer asset inspected, even if partially inspected.

The **VENDOR** shall submit digital line inspection reports along with associated inspection data (tabular data, still images, video file, etc.) with each invoice submittal, in a format consistent with the existing **SAWS** inspection systems and data management systems. As a minimum, the video file shall display sewer main comp key and manhole unit ID, pipe size and pipe material. All digital video files shall be in MPEG 1 format.

VENDOR will submit a geodatabase with all pipes inspected. Each pipe will receive a “Pass,” “Needs Further Assessment”, or “Emergency” rating from **VENDOR**. All pipes that receive an emergency rating will be referred to **SAWS** within one hour.

VENDOR will submit a report with still photos of each pipeline inspected. Reported will be submitted as a PDF.

Compensation for preparation and management of all line inspection reports, videos, still photographs, and data bases is considered subsidiary to the cost of inspection of the assets. Additional compensation will not be allowed.

1000.3.13 Map Corrections

Prepare and submit map corrections when as-built conditions in the field differ from existing **SAWS** maps (geodatabase) provided to the **VENDOR**.

Situations that require submissions of map corrections include the following:

- a. Discovered manholes not shown on the provided maps.
- b. Manholes that exist in the geodatabase but don't exist in the field.
- c. Abandoned or non-existent mains.
- d. Pipe material that is different from the material in the geodatabase provided by **SAWS**.
- e. Different pipe size

Map corrections shall be submitted via e-mail to **SAWS** Project Manager daily. Map corrections may be submitted as marked up copies of the existing map, or as a simple sketch that shows mains, adjacent manholes labeled with manhole numbers, streets labeled with street names, and distances of newly discovered manholes from adjacent mapped manholes.

Compensation for preparation and submission of map corrections is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.14 Data Management

The **VENDOR** shall maintain a personal geodatabase provided by **SAWS** consisting of the attribute information for the mains and manholes that are in the scope of this project. The **VENDOR** shall add additional attribute fields to the personal geodatabase for the purpose of tracking work progress and for associating completed work and data to each individual main segment and manholes. The additional attribute fields shall include, but are not limited to:

- Invoice number associated with each pay item completed
- Date inspected
- Comments (for example, if a map correction was submitted, if access was a problem, etc.)
- Video file identification number and video clip file name using **SAWS** standard naming convention.
- Name of Vendor
- Contract number
- Rating of pipe as “Pass”, “Needs Further Assessment”, or “Emergency”

Maintenance of the personal geodatabase includes the incorporation of map corrections received from the field. An updated ESRI shape file (*.shp) based upon the data in the personal geodatabase shall be provided to **SAWS** Project

Manager or posted on the Vendor's ftp site on a bi-weekly basis. The layers to be included in the shape file will be established during the pre-work meeting. The information in the personal geodatabase shall be consistent with the pay items in the invoices.

The Vendor shall be responsible for any errors in the data which must be corrected. The most current information about SAWS data management systems can be obtained by calling Cindy Tuttle at (210) 233-3076 or Annette Duron at (210) 233-3282.

Compensation for data management is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.4 Measurement and Payment

1000.4.1 Compensation Schedule

The bidder shall complete the attached compensation schedule. This is a unit price contract. The unit prices authorized for payment under this contract include the following items:

- Inspection with Pole Camera Video of All Pipes and Manholes. Payment will be made on a "per each manhole" basis.
- Police Officer Services. Only when required by the governing right of way jurisdiction, payment will be made on a "per hour" basis with no markup.

1000.4.2 Invoices

Invoices shall be submitted monthly for work that was accomplished during the first calendar day through the last calendar day of each month, and must be received by SAWS by the 10th day of the month following the month that the work was accomplished. Submit invoices only for work that has been completed. The pay items in the invoices shall be consistent with the information in the personal geodatabase. Each monthly invoice shall be accompanied by supporting deliverables including the following on a portable external hard drive, saved according to the Asset IDs:

- Digital Line Inspection Reports in PDF format.
- Inspection video with each video file identified to associate it with the asset ID number. An index of video clips identified by electronic file name shall be provided.
- Spreadsheet with pipe rating of "Pass," "Needs Further Assessment," or "Emergency. Table including the following information for each main segment:
 - Upstream manhole or structure ID number
 - Downstream manhole or structure ID number
 - Pipe diameter
 - Date inspection completed
 - Video file number
 - Video clip file name

No payment will be made for any invoice prior to SAWS review and subsequent approval of all documents, video, electronic deliverables, submittals, etc. to ensure they meet the contract requirements. No payment will be made for any invoice until any overdue map corrections have been submitted.

Payment of the final invoice will not be made until the data in the master file has been properly uploaded, checked, and secured. If SAWS finds any errors or defects after the database is delivered, the VENDOR shall correct at no cost to SAWS within 10 working days after notification. If such database is not received within the first or second allotted time frame, liquidated damages will be enforced unless SAWS elects to pursue other actions as allowed by law.

1000.4.3 Liquidated Damages

For each consecutive calendar day beyond the date agreed upon for the completion of the contract or as subsequently adjusted, the VENDOR shall pay SAWS liquidated damages in the amount of \$1,000.00 per calendar day that work is not completed, unless SAWS elects to pursue other action as allowed by law.

IV. 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, must 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 as Item 5. This form is required and considered as part of the response to the Best Value Bid.

CONSENT DECREE NOTICE PROVISION

The San Antonio Water System (“SAWS”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 5:13-cv-00666, United States of America and State of Texas v. San Antonio Water System, in the United States District Court for the Western District of Texas, San Antonio Division (the “Consent Decree”). A copy of the Consent Decree is available at http://www.saws.org/infrastructure/epa/docs/20130723_SAWS_EPA_FinalDecree.pdf.

Work performed pursuant to this contract is work that SAWS is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree Notice Provision and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree Notice Provision shall prevail.

A. Retention of documents.

Contractor shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form including, but not limited to e-mails) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary corporate or institutional policy or procedure or legal requirement. Contractor, Contractor’s sub-contractors and agents shall retain and shall not destroy any of the Information until such time as Contractor has received written approval from the General Counsel of SAWS that the Information or any part of the Information may be destroyed. Contractor shall, within 30 days after receipt of a written request by SAWS, deliver the Information to SAWS. Contractor shall instruct and require its agents and sub-contractors performing any part of the work described in this contract to comply with the requirements of this paragraph.

B. Notification of events that may cause delay.

If any event occurs that may delay performance by Contractor, or Contractor’s agents or sub-contractors of any work or obligation of any kind under this contract, Contractor shall provide notice in accordance with the Notice Provisions of this contract to SAWS within two (2) business days of the date Contractor or Contractor’s agents or sub-contractors first knew that the event might cause a delay. Contractor shall provide a written explanation and description of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or minimize the delay, and a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay. **TIME IS OF THE ESSENCE** in the performance of the requirements of this paragraph and of any work to be performed by the Contractor in this contract.

Statement:

“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 with the Purchasing Department not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the Purchasing Department. If mailing a completed conflict of interest questionnaire, mail to: Office of the Purchasing Department, P.O. Box 2449, San Antonio, TX 78298-2449. If delivering a completed conflict of interest questionnaire, deliver to: Office of the Purchasing Department, SAWS Main Office, Tower I, 5th floor, 2800 US Hwy 281 North, San Antonio, TX 78212.”

**SAWS STANDARD INSURANCE SPECIFICATIONS &
CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS**

1. Commercial Insurance Specifications:

a. Commencing on the date of this Contract, the CONTRACTOR 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-contractor, 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 CONTRACTOR, 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.

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

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 line of 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 a standard Workers' Compensation policy) that will protect the CONTRACTOR, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

This 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 CONTRACTOR, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONTRACTOR, 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;
- The GENERAL AGGREGATE limit shall apply per PROJECT;
- 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 CONTRACTOR, 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) **Excess/Umbrella Liability (UL)** insurance in the amount of \$2,000,000.00. This policy shall be of an "**Occurrence**" type and the limit of liability shall be concurrent with (following form) and in excess of the **EL**, **CGL**, and **AL** lines of insurance coverage as described in paragraphs 1.a.2), 1.a.3), and 1.a.4) listed above.

NOTE - For the Excess/Umbrella Liability policy, describe in the Description of Operations section of the Certificate of Liability Insurance ("Certificate"), the coverage form under which this line of coverage is written – either:

- Umbrella Liability form; or
 - Excess Liability form.
- 6) **Contractor's Pollution Liability** Insurance with limits of \$2,000,000 per claim/occurrence/\$2,000,000 in the aggregate.

The policy shall provide either a "claims made" or an occurrence based coverage for all claims, liabilities, damages, costs, fees, and expenses of any kind or character arising out of any Pollution Condition(s) (as defined below) that is in any way related to CONTRACTOR's operations, actions or inactions, and completed operations associated with any work performed by CONTRACTOR, its subcontractors, or any of their respective employees, agents, representatives, or officers under this Contract.

If the Policy is "claims made" based, coverage must be maintained for a minimum of twenty-four (24) months after the date that a Certificate of Completion is issued, or if the Contract is terminated for any reason, for a minimum of twenty-four (24) months following the date of termination.

The “claims made” policy retroactive date will be no later than the Contract date or the project commencement date, whichever is earliest.

Pollution Condition(s) means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

The **Contractor’s Pollution Liability** Insurance will pay on behalf of the CONTRACTOR, SAWS and the City of San Antonio all claims, demands, damages, liabilities, costs, fees, and expenses of any kind or character for bodily injury or death, property damage, environmental or natural resource damage, and any fines, fees, assessments or penalties of any kind assessed by any governmental department, agency or commission that result from or are related to a Pollution Condition(s). Coverage will include all subcontractors hired by CONTRACTOR to perform any work on the Project or under this Contract.

The policy shall also include the following provisions:

- a) Coverage for bodily injury to include physical injury, sickness, disease, mental anguish and emotional distress sustained by any person, including death;
- b) All costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind, including attorneys fees, expert witness fees, costs, charges and expenses of any kind or character, that arise out of or that are related to a Pollution Condition(s);
- c) Coverage shall be Primary and in addition to any other valid and collectible insurance carried by SAWS and the City of San Antonio as respects to this Contract;
- d) Coverage for Natural Resource Damages and any fines, fees penalties or assessments by any governmental agency, commission or department related to any Pollution Condition(s);
- e) Insured versus Insured exclusion, if found in the policy, shall not apply to a claim by an Insured who qualifies as a Client of the Named Insured under the policy;
- f) If Non-Owned Disposal sites are used for disposal of wastes, these sites shall be specifically included under the Contractors Pollution Liability Insurance policy; and
- g) Coverage for punitive, exemplary, and multiple damages.

Commercial/Business Automobile Liability policy of CONTRACTOR hauling excavated spoil shall either be endorsed to provide coverage under the CA9948 endorsement **or** the **Contractor’s Pollution Liability** Insurance policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site.

NOTE - For the **Contractor’s Pollution Liability**, declare on the **Certificate of Liability Insurance** (“Certificate”) the coverage form under which this line of insurance is written – either:

- a) Claims-made form - if the coverage form declared on the Certificate is the Claims-made form, also include on the Certificate the “**Retroactive-date**” when this line of coverage was first written or started; **or**

- b) Occurrence basis – no additional wording required.
- b. CONTRACTOR shall require all Sub-contractors to carry lines of insurance coverage appropriate to their scope of Work.
- c. CONTRACTOR 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. CONTRACTOR shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's liability.
- g. These minimum limits of insurance coverage may be either basic policy limits of the WC/ EL, CGL and AL or any combination of basic limits or umbrella limits.
- h. SAWS acceptance of Certificate(s) of Liability Insurance that in any respect, do not comply with these Specifications does not release the CONTRACTOR from compliance herewith.
- i. SAWS recommends that each line of insurance coverage that is required under these Specifications 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. Within five (5) calendar days of a cancellation or non-renewal of coverage, the CONTRACTOR shall provide a replacement Certificate of Liability Insurance and applicable endorsements to SAWS. SAWS shall have the option to suspend the CONTRACTOR's performance should there be a lapse in coverage at any time during this Contract.
- k. Failure to provide and to maintain continuous coverage by each of the required lines of insurance shall constitute a material breach of this contract.
- l. In addition to any other remedies SAWS may have upon the CONTRACTOR'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 CONTRACTOR to stop performing services hereunder and/or withhold any payment(s) which become due to the CONTRACTOR hereunder until the CONTRACTOR demonstrates compliance with the specifications hereof.
- m. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payments of damages to persons or property resulting from the CONTRACTOR 's or its Sub-contractor's performance of the services covered under this Contract.
- n. It is agreed that the CONTRACTOR'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.

- o. CONTRACTOR 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.

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

- p. 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 work under this Contract and once notified by SAWS Purchasing Division that your Company has been selected as the apparent, lowest responsive Bidder, pending Board final approval, and you will be requested to submit your Company's Certificate(s) of Liability Insurance, that Certificate(s) must meet all of the following requirements:

- a. The CONTRACTOR shall have completed by its insurance agent(s), a Certificate(s) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.6) listed 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 this Agreement until such certificate(s) and endorsements have been received, reviewed and deemed 100% compliant with SAWS Purchasing Bid document Insurance Specifications by SAWS' Risk Management/Purchasing Division. No one other than SAWS Risk Manager shall have authority to waive any part of this requirement.
- f. The SAWS Bid number(s) and the Bid name **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate of Liability Insurance 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 of Liability Insurance 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

**NOTE: SAWS Purchasing Division will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONTRACTOR pending final Board approval..*

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

h. **Distribution of Completed Certificates** - Completed **Certificates of Liability Insurance** shall be distributed by the CONTRACTOR within 5 days after receipt of written confirmation of being notified as the lowest, responsive Bidder pending final Board approval, 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 by mail to:

San Antonio Water System

Attention: Purchasing Division

P.O. Box 2449

San Antonio, TX 78298-2449

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

3. SURVIVAL

Any and all representations, conditions and warranties made by CONTRACTOR under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these **Insurance Specifications** 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.

SECURITY PROCEDURES

If work will be conducted on SAWS 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. These documents must be on file with SAWS Security prior to work commencement. Derogatory information developed on any Contractor personnel during the background check may prevent that individual from performing work under this Agreement. If the Contractor desires to employ an individual whose background check developed derogatory information the SAWS Security Director will review the derogatory information and may grant a variance, depending on the severity of the information developed, that will allow that individual to perform work under this Agreement, and respondent acknowledges and agrees the SAWS Security Director decision is final. Sub-Contractors performing work for the Contractor must also be listed on the PCDF and a Background Screening Letter must also be submitted. The Contractor shall be responsible for the accuracy of the information on the PCDF and on the Background Screening Letter. Failure to conduct the appropriate background checks, omitting derogatory information developed, and/or providing false or misleading information on the Background Screening Letter may constitute a breach of this Agreement and lead to the suspension or termination, with no penalty or claim against SAWS, of this Agreement. The Contractor shall also obtain any and all required items (badges and parking tags) necessary to fulfill the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. The 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. Changes of the information contained in the PCDF and/or the Background Screening Letters, the Contractor shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

The Contractor, its employees and agents shall obtain a SAWS photo contractor identification badge (Contractor's Badge) and parking tag, prior to any work on SAWS property. Any and all such items shall be used only for purposes necessary to perform the work under this Agreement. The Contractor's Badge must be worn, when safe to do so, and be visible while on SAWS Property. The SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). The SAWS 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, the Contractor shall return all badges and parking tags to the Security Office. In the event the 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. The 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 the Contractor at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and an acceptable (as determined by SAWS Security) 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. Although not required to have a SAWS Contractor's Badge, the 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. The Contractor is solely responsible for the actions of its employees, agents, sub-contractors and consultants.

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 the Contractor shall follow the desires of SAWS in the results of the work or security measures only.

Advance coordination by the Contractor with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of the work. In the event the 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. **If violation is not remedied, it may result in removal of Contractor personnel, and/or contract forfeiture. Additionally, repeated or egregious violations of SAWS Security Requirements by the Contractor may result in removal of Contractor personnel, and/or contract forfeiture.**

By signing the bid document or by submitting a proposal, respondent acknowledges having read this security procedure and understands the requirements and agrees to fully comply. 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.

V. REQUIRED DOCUMENTS (GENERAL INFORMATION):

This contract shall be awarded to the bidder who meets the minimum qualifications and who provides services at the best price for SAWS and is deemed low responsive bidder.

Bidder must submit documentation to support criteria. Any bidder that does not submit the required documentation may be deemed “non-responsive” and may be eliminated as a bidder. A cover letter shall be submitted with the bid proposal, on the bidder’s letterhead, and shall be notarized verifying that all information is true.

In addition to the cover letter, the following is a list of documents and documentation that must be included in the Bid Package. Page 1 of the bid package, and any other part of the bid documents where required, must be signed by an authorized officer of the company, or where applicable by officials of other firms or institutions. Failure to submit any of the required documents or documentation or signatures may disqualify the bid.

Bidder submission checklist:

- | | | |
|--|-------|-------|
| 1. Bid Package (Tab 1) | _____ | _____ |
| 2. Bidder Questionnaire (Tab 2) | _____ | _____ |
| 3. Experience (Tab 3) | _____ | _____ |
| 4. Personnel Qualifications (Tab 4) | _____ | _____ |
| 5. Resources (Tab 5) | _____ | _____ |
| 6. Pricing/Compensation Schedule (Tab 6) | _____ | _____ |
| 7. Good Faith Effort Plan (Tab 7) | _____ | _____ |
| 8. Addendums (Tab 8) | _____ | _____ |
| 9. Proof of Insurance (Tab 9) | _____ | _____ |

Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document.

BIDDER QUESTIONNAIRE (Tab 2)

Part A - GENERAL INFORMATION

1. **Contact Information:** List the one person who SAWS may contact concerning your bid.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Printed Name of Contract Signatory: _____

Job Title: _____

2. Is Bidder authorized and/or licensed to do business in Texas?

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

3. Where is the Bidder's corporate headquarters located? _____

4. **Local Operation:** Does the Bidder have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Bidder conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

5. **County Operation:** If the Bidder does not have a San Antonio office, does the Bidder have an office located in Bexar County, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Bidder conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

6. Provide any other names under which Bidder has operated within the last 10 years.

EXPERIENCE (Tab 3)

MINIMUM QUALIFICATIONS FOR BIDDER:

Vendor Experience. A. Bidder shall have a minimum of at least five (5) years experience in the inspection and recording the condition of sanitary sewer system pipes and manholes, including current work. Among the Vendor's experience at least one project shall have included pole camera work.

1. Number of years engaged in this type of business? _____ Years
2. Fully describe your company and experience during the last five (5) years as it relates to the history of sanitary sewer inspection projects of similar type and scope. Specifically note the projects that used GIS as the primary means to manage the data. This list of projects shall include the information below for each project.

Name of Project: _____
Dates of Service: _____
Owner: _____
Owner's Address: _____
Owner's Representative: _____ Email: _____
Business Phone _____ Fax: _____
Vendor's Project Manager: _____
Vendor's Superintendent: _____
Vendor's Data Manager: _____
Sub-Vendor: _____
Description of project or work completed and productivity rate: _____

PERSONNEL QUALIFICATIONS (Tab 4)

MINIMUM QUALIFICATIONS FOR BIDDER:

- a. The on-site project superintendent shall have experience that includes successful completion of inspection activities for sewer mains; and shall have at least three (3) years of experience. Experience of the on-site superintendent shall include the use of pole camera inspection equipment. The superintendent shall possess certificate demonstrating current NASSCO PACP and MACP training.
- b. The data manager shall have at least six months of GIS experience managing data for inspection work, or similar data, in an ArcGIS environment, specifically ArcMap version 10. The data manager must also be competent in the use of excel and access computer applications to perform the data management requirements.

- 1. Bidder must provide a project list or resume demonstrating the required experience of the on-site project superintendent who would be assigned to this contract. This documentation shall include a list of references with contact information of individuals or entities (name, company, address, and telephone number) that can confirm the project superintendent's experience. Include documentation regarding any individual licenses, certifications, training, and trade association affiliations.

Name of superintendent: _____ Phone #: _____

- 2. Bidder must provide a resume demonstrating the required experience of the data manager who would be assigned to this contract. This documentation shall include a list of references with contact information of individuals or entities (name, company, address, and telephone number) that can confirm the data manager's experience using GIS, Access and Excel computer applications.

Name of data manager: _____ Phone #: _____

The bidder shall demonstrate GIS competency and Micorosoft Access or Excel competency by submitting with the bid the following items:

- a) A map created with ArcMap printed in color on an 11 x 17 sheet of paper. The following items must be printed on the map: Bidder name and/or logo, title, date of bid opening, scale bar, a SAWS sewer main labeled with the pipe size, at least two SAWS manholes each labeled with the manhole number, a street labeled with the street name, and other items at the bidder's discretion to demonstrate competency. The map cannot be photo copied; it must be an original print out.
 - b) A table listing the attributes from the geodatabase provided by SAWS for at least one of the sewer main segments shown on the submitted printed map above.
- 3. List all pole camera operators performing field work and provide copies of certificates demonstrating current NASSCO PACP training.

RESOURCES (Tab 5)

1. The bidder shall submit a list of equipment indicating the ability to perform the required field work including detailed information about and equipment (make, model, year of manufacture, description, features, and owner).
2. The bidder shall submit a list of manpower available for this contract. The list should specify the total number and size of crews anticipated to be used on this contract.
3. The bidder shall submit a list of the following equipment and software to be utilized on this contract:
 - a. the name and version of the pole camera equipment and software and sample of output from equipment
 - b. the name and version of the GIS software
 - c. the name and type of electronic locating device

PRICE SCHEDULE (Tab 6)

Item No.	Item Description (Unit Price to be written in words)	Estimated Quantity Only	Unit Of Measure	Unit Price (Figures)	Total Price (Figures)
1	Pole Camera Inspection of Pipelines and Manholes in Accordance with the Specifications _____ Dollars and _____ Cents	1516	Each		
2	Provide Police Officer Services When Required by the Governing Right-of-Way Agency _____ Dollars and _____ Cents	40	Hour		

Total Estimated Price \$ _____

**(Tab 7)
GOOD FAITH EFFORT PLAN**



This form must be completed regardless of Contractor's classification.

Name of the Project: _____

SECTION A: PROPOSER INFORMATION

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Telephone: _____

Email Address: _____ Fax No. : _____

Is your firm Certified? _____ Yes _____ No If certified, attach copy of Certification Affidavit

Type of Certification: _____ AABE _____ MBE _____ WBE _____ SBE
(See attached definitions)

Prime's Percent Participation on this Project: _____%

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

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

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 19%

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

___ The proposer is committed to a minimum of 19% SMWB utilization on this contract.

___ The proposer, (if unable to meet the SMWB goal of 19%), is committed to a minimum of _____% SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please 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: _____

Telephone No. : _____

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.				

(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 that the bid is due. Such notices shall include information on the plans, specifications, and scope of work.

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 the SAWS SMWB Program Manager. For questions and/or clarifications, please contact Marisol V. Robles, the SMWB Program Manager, at (210) 233-3420.

DEFINITIONS:

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.

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.
- f. **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 are citizens of the United States.
- g. **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.

ADDENDUMS (Tab 8)

Any addendums that need to be returned should be submitted and placed behind Tab 8.

PROOF OF INSURANCE (Tab 9)

Place proof of insurance behind Tab 9.

IMPORTANT MAILING INSTRUCTIONS:

RETURN THE COMPLETE BID DOCUMENT

MAIL TO: SAN ANTONIO WATER SYSTEM
PURCHASING DIVISION
P.O. BOX 2449
SAN ANTONIO, TX 78298-2449

PHYSICAL ADDRESS: SAN ANTONIO WATER SYSTEM
PURCHASING DIVISION
2800 US HWY 281 NORTH
SAN ANTONIO, TEXAS 78212

MARK ENVELOPE: SANITARY SEWER POLE CAMERA INSPECTION "YEAR 1"
BID NO. 13-1530

OPENING DATE: SEPTEMBER 19, 2013 **TIME:** 3:00 P.M.

REMARKS: