



**2024 SMP Package II (Lark St) Project**  
**Solicitation Number: CO-00666**  
**Job No.: 22-1693**

**ADDENDUM 2**  
**August 21, 2023**

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid proposal, plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the bid proposal.

**CHANGES TO THE SPECIFICATIONS**

1. Remove and replace the Instructions to Bidders in its entirety and replace with the version attached. This version should be used by bidders when submitting a bid for this project
2. Remove the replace the Good Faith Effort Plan in its entirety and replace with the version attached. This version should be used by bidders when submitting a bid for this project.

**END OF ADDENDUM**

This Addendum is thirteen (13) page(s) in its entirety, with two (2) attachments.

Attachments:

- Instructions to Bidders (9 pages)
- Good Faith Effort Plan (3 pages)

## INSTRUCTIONS TO BIDDERS

The San Antonio Water System (SAWS) Board of Trustees or its designee have determined that the Competitive Bidding method of procurement will be utilized for this project. The construction contract will be awarded to the lowest responsible bidder. This procurement shall conform to Section 2269 of the Texas Government Code.

1. Bids will be submitted in accordance with the following:
  - a. **Electronic bids will be received by Contract Administration in the SAWS secured File Transfer Protocol (FTP) site. Personal/hand delivered** sealed bids will be received by Contract Administration **via a black metal drop box located on the left wall when walking through the first set of double glass doors of the main Tower II entry on the north side of the building** at San Antonio Water System, 2800 U.S. Hwy 281 North, Customer Center Building, San Antonio, Texas 78212. **All bids will be received until the time specified in the Invitation to Bidders.**
  - b. If the submittal of a **hardcopy** sealed bid is by any means other than personal/hand delivery, then it is the bidder's sole responsibility to ensure the bid is delivered no later than the exact date and time specified in the Invitation to Bidders.
  - c. All bids errantly submitted or delivered to a location other than the exact locations stated above will be returned/ deleted and unopened.
  - d. All bids received after the exact time set for the bid opening in the Invitation to Bidders will be returned/ deleted and unopened.
  - e. The San Antonio Water System Contracting Office may, at its sole discretion, without waiver of rights or authority, in equity or at law, return or delete any unopened bids not meeting the exact requirements as stated above.
2. Bids will be opened in accordance with the following:
  - a. Bids will be opened **in a public WebEx meeting** and read aloud by a Contract Administration representative. Instruction on how to participate in this public WebEx meeting can be found in the Electronic Bid Opening Instructions.
  - b. The lowest bid received at the time of the bid opening shall be designated as the "apparent low bid," whether announced in that manner or not, and shall not represent an acceptance of an offer.
  - c. All bid results are unofficial, tentative and subject to verification on the day of the bid opening.
  - d. No bid may be withdrawn after the scheduled bid opening time without the written consent of a Contract Administration representative.
  - e. The "official" bid results will be tallied on a "bid tabulation sheet" and posted within 10 business days of the bid opening on the San Antonio Water System's website.
3. All bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. ***Submission of an Individual Surety is not acceptable for purposes of bonding***

**a bid bond.** Bid Bonds, Certified or Cashier's checks will be retained for the first, second, and third lowest bidders until the contract is executed.

4. **Electronic** bids submitted on the original bid form attached herein must be titled with the solicitation number, date and time of the bid opening, and the project name. **Hardcopy** bids submitted on the original bid form attached herein must be sealed in an envelope plainly marked on the outside with solicitation number, the date and time of the bid opening, and project name.
5. Bids will be prepared in accordance with the following:
  - (a) The Bidder shall thoroughly examine the drawings, specifications, schedule, instructions and all other documents.
  - (b) Bidder shall make all investigations necessary to be informed thoroughly 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 to fulfill in every detail the requirements of the contract documents, will be accepted as the basis for varying the requirements of the San Antonio Water System or the compensation to the Contractor. Bidders are required, prior to submitting the Bid Proposal, to review the plans and read the specifications, special provisions and or special conditions, any addendums issued, proposal, contract and bond forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting their Bid Proposal, represents and warrants: that they have prepared their bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that they have reviewed, studied and examined the bid prior to the signing and submission of same; and that they were cognizant of the terms of their proposal, verified their calculations and found them to be correct and agrees to be bound thereby; and that they have visited the site of work, have fully familiarized themselves with the local and on-site conditions under which the work is to be performed and have correlated their observation with the requirements of the contract documents. In addition, the Bidder represents that they have satisfied themselves as to subsurface conditions at the site of the work. Information, data and representations contained in the contract documents pertaining to the conditions at the site, including but not limited to subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. All risks of differing conditions at the site, including but not limited to subsurface conditions shall be borne solely by the Bidder.
  - (c) The Bidder shall furnish all information required by the bid form. The Bidder shall print or type their name and manually sign the Bid Proposal in the required area of the document.
  - (d) The Bidder is required to submit a Good Faith Effort Plan for all subcontractors and suppliers as part of the proposal. Bidders and/or their agents may contact the SMWB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman-owned Business (SMWB) Program Policy and/or completion of the Good Faith Effort Plan form.

Bidders' commitment to SAWS SMWB policy will be based on meeting or exceeding the stated

mandatory SMWB goal. The SMWB goal is based the availability of local Minority and Woman-owned Business Enterprises for the specific scopes of work associated with this contract. Points will be awarded based meeting or exceeding the mandatory SMWB goal.

Please note that as of 1/1/2023, an updated SMWB Policy and scoring methodology are being implemented by San Antonio Water System. Self-performance of the Bidder and subcontracting may be used to achieve the goal and earn points. SMWB Bidders and/or subcontractors must be certified by the South Central Texas Regional Certification Agency or the Texas Historically Underutilized Business “HUB” Program. Eligible firms (including MBEs and WBEs) must also be certified as a Small Business Enterprise (SBE), must perform a commercially- useful function on the project, and must have a local presence in the Relevant Marketplace. Please see the Good Faith Effort Plan for definitions of terms.

The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Bidder has subcontracted or anticipates to subcontract, including any future change orders. The goal shall also apply to change orders that require work beyond the scope of services originally required to accomplish the project.

The Bidder agrees to employ good faith efforts to carry out this policy through award of subcontracts to SMWBs to the fullest extent possible.

The SAWS Good Faith Effort Plan (GFEP) will be used for scoring purposes based upon SMWB participation. However, all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP, because the information provided in the GFEP will be used to develop the final contract/agreement. The GFEP format is attached as Exhibit “B.” This form is required and considered part of the response to the RFCSP. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.

Notices to firms contacted by the Bidder for specific scopes of work identified for subconsulting/supply opportunities must be provided to sub-consultant/supplier not less than five (5) business days prior to the solicitation due date.

#### SOLICITATION METHOD(S) UTILIZED FOR GOOD FAITH OUTREACH:

At least two methods of solicitation are required, and the approved methods to be utilized for the solicitation are listed below. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to take additional steps in order to become compliant.

- Newspaper Advertisements
- Meetings or Conferences
- Trade Association Publications
- Minority Media
- Internet & Web Postings Other Government Publications
- Direct Contact by Phone, Fax, USPS Mail, or Email\*

\*If using direct contact, entities must solicit to a minimum of 3 SMWB businesses/firms for each

scope of work that Bidder intends to engage a subconsultant for (i.e., construction, supplies, equipment, or services).

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

Training on the use of the system will be provided by SAWS upon request. After the prime receives payment from SAWS, electronic submittals will require data entry of the actual amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

If there is not an opportunity to subcontract any components of the contract, then use of the S.P.U.R. System is not applicable.

Please contact the SMWB Program Manager at [SMWB@saws.org](mailto:SMWB@saws.org) for any questions pertaining to the Good Faith Effort Plan or the SMWB Program, or S.P.U.R. System reporting.

- (e) The Bidder is required to submit a completed Conflict of Interest Questionnaire (CIQ Form). Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS. The CIQ Form will be submitted as part of the bid. This form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Please consult your own legal advisor if you have questions regarding the statute or form. To report suspected ethics violations impacting The San Antonio Water System, please call 1-800-687-1918.
- (f) The Bidder is required to submit as part of the bid a letter from the insurance provider stating provider's commitment to insure the Contractor for the types of coverage's or an Insurance Certificate to be in conformance with the types of coverage's noted in General Conditions Section 5.7 – Contractor's Insurance Requirements, if awarded the contract.
- (g) Pursuant to Section 151.311 of the Texas Tax Code, as amended, in order for the San Antonio Water System to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be incorporated into the project from the total contract price. Under the "separated contract" format, the contractor in effect becomes a "seller" to the San Antonio Water System of materials that are to be physically incorporated into the project realty. As a "seller", the contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to a department of the City of San Antonio, Texas, which is a sales tax exempt entity. Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and consumed during project

work but that are not physically incorporated into the project realty. Contractors that have questions about this law are asked to inquire with the State Comptroller of Public Accounts, at (512) 463-4600. Bidders will not include any federal taxes in bid prices since the San Antonio Water System is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the contractor through the regional offices of the State Comptroller of Public Accounts.

6. Bidders should adhere to the following restrictions in communication:
  - (a) Bidders or their representatives are prohibited from communicating with any City of San Antonio officials regarding this solicitation from the time it is released until it has been acted upon by the Board of Trustees, which includes:
    - City Council members (as defined by the City of San Antonio Ethics Code),
    - City Council member's staff, and
    - San Antonio Water System (SAWS) Board of Trustees.
  - (b) Bidders or their representatives are prohibited from communicating with SAWS employees regarding this IFB, except as provided under "Technical Questions" to the point of contact identified within the Invitation to Bidders, from the time the solicitation is released until the contract is awarded.
  - (c) Bidders or their representatives are prohibited from communicating with the Consultant, Developer, or any contract staff who were or are involved in the development of this IFB, regarding this IFB, from the time the solicitation is released until the contract is awarded.
  - (d) Communication includes "thank you" letters, phone calls, emails, and any contact that results in direct or indirect discussion of the IFB and/or bid submitted.
  - (e) If it is determined that a Bidder violates this provision, SAWS may disqualify the bid from consideration.
7. Any catalogue 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. When items proposed differ in any way from those specified, Bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the items as specified.
8. The work shall be done and completed in accordance with the following Contract Documents as furnished by the San Antonio Water System:
  - a. The Invitation to Bidders
  - b. The Instructions to Bidders
  - c. The Bid Proposal
  - d. The Payment Bond
  - e. The Performance Bond
  - f. The General Conditions of the Contract
  - g. The Supplemental Conditions of the Contract
  - h. The Special Conditions of the Contract
  - i. The Construction Specifications
  - j. The Standard Drawings
  - k. Addenda
  - l. Change Orders
  - m. Good Faith Effort Plan

n. Conflict of Interest Questionnaire

9. The successful Bidder will be required to execute the standard San Antonio Water System Contract Agreement, Performance and Payment Bonds as outlined in the General Conditions. These forms will be prepared and furnished by the San Antonio Water System. As part of the contract requirements:
  - (a) Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bond documents and bind the Surety to the bond conditions. These bonds shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the project. Contractor agrees that all Performance and Payment Bonds required shall be submitted in accordance with General Conditions, Sections 3.4 & 3.5. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.
  - (b) Contractor agrees that, unless it is a sole proprietorship or a company with fewer than 10 full-time employees and the value of this Contract is less than \$100,000, it:
    - a. does not boycott Israel and will not do so during the term of this Contract;
    - b. does not boycott energy companies and will not do so during the term of this Contract;
    - c. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association;This provision is in compliance with Chapters §2271 and 2274 of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.
10. Where there is an error in the extension, the San Antonio Water System Contracting Office will extend the written unit price and make any corrections necessary. Any error will be corrected, and the correct amount will be the basis for determining the bid position.
11. Bidders are advised that estimated quantities of anticipated requirements during the contract period are not calculated with certainty. It is the policy of the Board, however, as a matter of prudent buying and contracting, to establish in advance of actual purchase or performance of the work, the price of the work which is anticipated, and the price on certain items calculated on the maximum number of a particular item which it might need during a contract period. Bidders are advised that during such period, the Board may determine not to purchase any of the items or may delete any or all of the work listed in a bid or invitation. Under such a contract, the Board's only commitment is to purchase the items from or proceed with the work by the successful Bidder at the price bid if the Board should, in fact, decide to purchase such items during the contract period or proceed with such work as proposed. On all bids, the Board reserves the right to reject a bid, which in the Board's judgment is "unbalanced." An "unbalanced bid" is defined as one in which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or Bidder's cost, so as to make the Bidder low on the overall bid but high on a significant number of other items. The Board reserves the right to exercise its judgment and reject such a bid as unqualified. If the Board nevertheless accepts such an unbalanced bid and the contract is awarded, the Board reserves the right to delete any or all of such items from the purchases to be made or work to be done.
12. SAWS will provide all necessary easements for the project.
13. No owner, stockholder, partner, officer, or employee of the Bidder, or any person who has a financial interest in this contract in any way, whether direct or indirect, shall be an officer or employee of the San Antonio Water System or the City of San Antonio at the time of bidding on this contract, or during the life of this contract. Any violations of this provision will render the bid or contract void.

14. The Contractor will establish a San Antonio address and telephone number and file that information with the Contracting Officer prior to starting work. If the contractor does not have a local office then they must submit the address and telephone number of the field office established for this project. The Contractor's address and telephone number will be maintained until the work is completed and accepted by the owner.
15. In case of ambiguity, duplication or obscurity in the bids, the San Antonio Water System Contracting Office reserves the right to construe and apply the meaning thereof. The San Antonio Water System Contracting Office reserves the right to reject any and all bids and to waive formalities.
16. The San Antonio Water System Contracting Office reserves the right, subject to the Contractor's approval, to extend any annual contract for an additional period of not more than one year, subject to the same terms and conditions as enumerated in the invitation and instruction to Bidders and at a price or prices not to exceed the prices quoted.
17. It is anticipated that the contract will be awarded within **60** days after bid opening to the **Responsible Bidder** whose bid, conforming to the invitation for bids, is most advantageous to the San Antonio Water System. Bidders are advised that the awarding of contracts on a bid basis is a requirement of state law and city charter. The purposes of such requirements are: (1) to prevent the historic abuses of negotiated purchases; (2) to enable the Board to use its purchasing power to buy at the lowest possible prices for the benefit of the system and the public; and (3) to enable the Board to award the contract to other than the low Bidder when, in the Board's judgment, the low Bidder is not qualified. Bidders are advised that it is not the intention of the Board, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." The Board reserves the right to take whichever action as may, in the judgment of the Board, to be its best interest as follows:
  - (1) Reject all bids;
  - (2) Award the bids by the drawing of lots; or
  - (3) Award the bids on the basis of differences other than price.

Bidders are advised that the awarding of bids is a matter solely within the jurisdiction of the Board of Trustees. The San Antonio Water System reserves the right to accept any items or groups of items in this bid. Execution of written acceptance of a bid by the San Antonio Water System shall constitute an award.

18. The San Antonio Water System Contracting Office may reject the apparent low Bidder when: (a) the Bidder misstates or conceals any material fact in the bid, or if (b) the Bidder does not conform with the law or the bid, or if (c) the bid is conditional, or if (d) the bid is unbalanced, or when (e) the lowest Bidder is not, in the Board's judgment, qualified, or when (f) the lowest bid is not, in the Board's judgment, the lowest and best bid, or if (g) the Bidder fails to acknowledge in the final bid price of the bid any and all addendums issued on the bid proposal prior to bid opening, or if (h) the Bidder fails to follow the restriction from communication outlined in the Instructions to Bidders.

It will be the full responsibility of each Bidder to visit the SAWS web site to verify the existence of and acknowledge on the bid proposal, any and all addendums issued by the San Antonio Water System. The San Antonio Water System Contracting Office reserves the right to reject any and all bids, to accept any bids, or parts thereof, considered by the San Antonio Water System to be to its best interest, and to waive formalities or irregularities.

19. The Bidder in preparing their bid, shall take cognizance of the difficulty of distinguishing between boulders and ledge rock, the difficulty of accurately classifying all material encountered in making the subsurface investigations, the possible erosion of stream channels and banks after survey data has been obtained, and the unreliability of water elevations other than those for the date recorded. Claims for



additional compensation due to variations between conditions actually encountered in a construction and as indicated in the plans will not be allowed.

20. All contracts in excess of \$10,000 with contractors or suppliers having 15 or more employees will include the clauses listed below:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information. The Contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- (b) Upon request, the Contractor will furnish to the San Antonio Water System all information and reports and will permit access to the books, records, and accounts for the purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.
- (c) If a Contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the Contractor may be debarred from further contracts with the San Antonio Water System.
- (d) All Bidders or prospective Contractors or Subcontractors will be required to submit a statement in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.

The Contractor shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated 24 September 1965 or as amended and with Section 3 of the Housing and Urban Development Act of 1968 covering opportunities for business and lower financed HUD assisted projects.

Contractors/Consultants/Vendors on work paid by federal funds will be required to comply with the president's executive order no. 11246, "Equal Employment Opportunity," as amended by executive order no. 11375, "amending executive order 11246 relating to equal employment opportunity," and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department Of Labor.

21. Approval of Plans and/or Specifications by an employee of SAWS shall not constitute an assumption of liability by the San Antonio Water System or such employee for any inaccuracy of computation or deficiency of design therein.

22. Bidder shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System Employee, Officer, or Trustee of the Board of the San Antonio Water System and Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System's Code of Ethical Standards. Section M of the Water System's Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

23. Contractor shall comply with the "WORKERS COMPENSATION INSURANCE COVERAGE

REQUIREMENTS" as noted on Section 5.7 CONTRACTOR'S INSURANCE REQUIREMENTS of the General Conditions for further clarification.

24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder will submit the following items within one (1) day of the bid opening. Failure to provide the required information within the specific time, may result in determining a non-responsive bidder:
  - (a) An information packet on company showing experience, organization and equipment.
  - (b) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
  - (c) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project.
  - (d) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
  - (e) **For projects with a construction estimate of \$10,000,000 or greater:**  
A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, and a point of contact for your banking institution.
  
25. Effective January 1, 2016, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. The online filing application is available on the Texas Ethics Commission (TEC)'s website. A copy of the completed form, which will include a certification of filing that with a unique certification number, will be required with the signed contract. For additional information, Bidders may go to the Texas Ethics Commission website at the following link: [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  
26. To the extent this contract has a stated expenditure of or results in an expenditure of at least \$1 million in public funds, then pursuant to Texas Government Code §552.372, Contractor will preserve all contracting information, as defined by §552.003, related to the contract for the duration of the contract; promptly provide to SAWS any such contracting information related to the contract that is in its custody or possession of SAWS on request of SAWS; and on completion of the contract, either: a) provide at no cost to SAWS all such contracting information related to the contract that is in its custody or possession or b) preserve such contracting information related to the contract as provided by the records retention requirements applicable to SAWS.

The Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of Subchapter J, Chapter 552, of the Texas Government Code.



**Good Faith Effort Plan for Construction SUBCONTRACTS for:**

NAME OF PROJECT: 2024 SMP Package II (Lark St) Project

**SECTION A - PRIME CONTRACTOR INFORMATION**

Legal Name of Firm, including "doing business as" if applicable: \_\_\_\_\_

Address of Office to Perform Project Work: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_ Is your firm Certified as an SMWB? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If "Yes", was your firm certified by the South Central Texas Regional Certification Agency (SCTRCA) or the Texas Comptroller's Office (HUB)? Only SCTRCA or HUB certifications granted to "local" firms are recognized. Please see the Good Faith Effort Plan Definition for "Local":

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Type/s of Certification: SBE: \_\_\_\_\_ MBE: \_\_\_\_\_ VBE: \_\_\_\_\_ WBE: \_\_\_\_\_

If Prime Contractor has a San Antonio location, what date was the local office established? \_\_\_\_/\_\_\_\_/\_\_\_\_

Number of Full Time Employees in San Antonio? \_\_\_\_\_

1.

| Prime Contractor's Percentage of Participation (may not be less than 40%): (Ex: 56% is the total value of the contract.) |  |   |  |   | _____ %  |
|--|--|---|--|---|--|
|  | Legal Name of Subcontractor/Supplier (including "doing business as", if applicable). | Address of Office Location to Perform Project Work or Provide Supplies. (Only Local firms will be counted for SMWB credit): | Scope of Work/Supplies to be Performed/Provided by Firm: | Estimated Contract (dollar) Amount on this Project: | Certification Type & Agency. (Only SCTRCA or HUB certifications are recognized): |
| 1  |  |   |  | \$  |  |
| 2  |  |   |  | \$  |  |
| 3  |  |   |  | \$  |  |
| 4  |  |   |  | \$  |  |
| 5  |  |   |  | \$  |  |

List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract. (SMWB AND Non-SMWB)

**SECTION B. – SMWB COMMITMENTS**

The SMWB goal on this project is 20%.

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

If the Respondent/Bidder is unable to meet the goal, please fill out Section C and submit documented good faith efforts.

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) below that were utilized for good faith outreach. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to take additional steps to become compliant.

- Newspaper Advertisements
- Meetings or Conferences
- Trade Association Publications
- Minority Media
- Internet & Web Postings Other Government Publications
- Direct Contact by Phone, Fax, USPS Mail, or Email\*

\*If using direct contact, entities must solicit to a minimum of 3 SMWB businesses/firms for each scope of work that Respondent intends to engage a subconsultant for, (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort.

2. On a separate sheet of paper, list and attach to this Good Faith Effort Plan written, posted, or published notification and/or proof of direct contact to all firms you contacted as a part of your company’s Good Faith Outreach.

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**AFFIRMATION**

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

**Name and Title of Authorized Official:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTE:**

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact the SMWB Program Manager, at SMWB@saws.org.

## **DEFINITIONS**

**Note: To be eligible for participation in the SAWS Small, Minority, and Woman-owned Business Program, a firm must have an established place of business in the Relevant Marketplace and must be certified as a Small Business Enterprise (SBE) or Historically Underutilized Business (HUB). This includes firms certified as Minority and/or Woman-owned Business Enterprises (MBEs and WBEs).**

**African American Business Enterprise (AABE):** A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program 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.

**Local:** A business located in the Relevant Marketplace, which includes the counties of Bexar, Comal, Guadalupe, Hays, Travis, and Williamson. A business's presence in the local area that consists solely of a P.O. box, a mail drop, or a telephone message center does not count as being local.

**Minority Business Enterprise (MBE):** A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program 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:

- **African American:** Persons having origins in any of the black racial groups of Africa.
- **Asian:** Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, or persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Maldives Islands, Bhutan, or Nepal.
- **Hispanic American:** Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- **Native American:** Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the United States Department of Indian Affairs and as demonstrated by possession of personal tribal role documents, to include persons who are Eskimos, Aleuts, or Native Hawaiians, for all SCTRCA purposes.

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

**Relevant Marketplace.** The geographic market area affecting the SMWB Program as determined for purposes of collecting data for the prior and any future Disparity Study, and for determining eligibility for participation under various programs established by this Policy. The Relevant Marketplace consists of the following Texas counties: Bexar, Comal, Guadalupe, Hays, Kendall, Travis, and Williamson.

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

**Small, Minority, and Woman-owned Business (SMWB):** All business structures Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by individuals or a group of individuals that qualify for certification as a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise, and are located in the Relevant Marketplace.

**Subcontractor:** Any named person, firm, partnership, corporation, association, or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination thereof under contract with a prime contractor on a San Antonio Water System contract.

**Woman-owned Business Enterprise (WBE):** A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

### **Web Submittal of Subcontractor/Supplier Payment Reports:**

The Consultant will be required to electronically report the actual payments to all sub-consultants and suppliers utilizing the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract). Electronic submittal of monthly subconsultant payment information will be accessed through a link on SAWS' "Business Center" web page. This information will be utilized for subconsultant participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract.

The Consultant and all subconsultants will be provided a unique log-in credential and password to access the SAWS subconsultant payment reporting system. The link may also be accessed through the following internet address: <https://saws.smwbe.com/>