



REQUEST FOR COMPETITIVE SEALED PROPOSALS

Security Access Control Project

SOLICITATION NO: R-11-017-CM

ADDENDUM #5 | September 1, 2011

CHANGE TO RESPONSE FORMAT: REQUEST FOR COMPETITIVE SEALED PROPOSALS

Table of Contents

Remove reference to W-9.

IV. Submitting a Response, Page 10 of 36 – Section 10. Exhibit “C”

Delete Section 10, Exhibit “C” in its entirety and replace with the following:

1. 10.) Exhibit “D” - Conflict of Interest Questionnaire Ethics Policy and Disclosure

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 will be submitted as part of the response to this RFCSP from SAWS. The CIQ is attached as Exhibit “D”, or is available from the Texas Ethics Commission at www.ethics.state.tx.us.

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this RFCSP.

V. Security Procedures, page 10

Delete in its entirety and replace with the following:

The Security Procedures are attached as Exhibit “E”. Respondent must acknowledge the requirements of this exhibit on the Respondent Questionnaire Form.

VI. Sample Contract, page 10

Delete Section A. in its entirety and replace with the following:

A. The Contract terms and conditions are attached as Exhibit “F” for review purposes only. Respondent must acknowledge the contract terms and conditions on the Respondent Questionnaire. The contract sample may be replaced or modified by SAWS through an addendum to this RFCSP to provide a sample contract more specific to the requested scope of services.

IV. Submitting a Response, Item B. Submission, page 5

Add the following:

10. Proposals shall be submitted in two (2) separate envelopes. 1) Price Proposal/Required Documents and 2) Qualifications.

IV. Submitting a Response, Item C. Response Format, pages 5-10

Add the following:

11. All proposals 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 price, 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 Respondents until the agreement is executed.

IV. Submitting a Response, Item B. Submission, page 5

Add the following:

12. 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.

IV. Submitting a Response, Item B. Submission, page 5

Add the following:

13. The successful Respondent 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. 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. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.

Submittal Response Checklist

Remove Submittal Response Checklist in its entirety and replace with the attached.

Exhibit “B” Price Proposal

Remove Exhibit “B” in its entirety and replace with the attached Price Proposal, which include revised quantities.

Exhibit “F” Sample Agreement

Remove Exhibit “F”, Sample Agreement in its entirety and replace with the attached Sample Agreement, which includes the addition of both Performance Bond and Payment Bond.

END CHANGE TO RESPONSE FORMAT: REQUEST FOR COMPETITIVE SEALED PROPOSALS

No other items, dates, or deadlines for this RFCSP are changed.

END ADDENDUM #5

SUBMITTAL RESPONSE CHECKLIST

Security Access Control Project R-11-017-CM

The documents and information listed on this checklist shall be submitted as part of the proposal packet as outlined in the RFCSP. Failure to submit any of the requested items or provide adequate explanation may eliminate the submittal from consideration.

All requested documents shall be included in the packet in the order identified on the checklist. Please identify the corresponding page numbers in the space provided.

Page No.	ENVELOPE 1 – Original (with signature)
	Price Proposal (which includes Acknowledgement of Addendums)
	Good Faith Effort Plan
	Conflict of Interest Questionnaire
	Bid Bond/Cashier's Check
	Signed W-9
	Submittal Checklist
	Respondent Questionnaire
	Background, Experience, and Qualifications in narrative form
	Resumes/Organizational Chart
	Proposed Plan
	Quality Assurance/Control in narrative format
	Financial Statement
	ISMS Response Matrix
	Certificate of Liability Insurance/Commitment letter from Respondent's insurance agent verifying insurance coverage as outlined in the RFCSP
	Compact Disc (CD)

Page No.	ENVELOPE 2 - 8 copies
	Submittal Checklist
	Respondent Questionnaire
	Background, Experience, and Qualifications in narrative form
	Resumes/Organizational Chart
	Proposed Plan
	Quality Assurance/Control in narrative format
	ISMS Matrix

EXHIBIT "B"
PRICE PROPOSAL

All items below will include overall ISMS integration to include, but not limited to: the integration of existing and installed system components (cameras, control panels, door contacts, card readers, etc.), development of integrated site maps/graphics interfaces for each site showing system components, integration of Life/Safety systems, integration of new and existing video components, integration visitor management with overall ISMS, development of employee databases and access levels, and other items required to provide complete and fully functional system.

PROPOSAL OF _____, a corporation _____, a partnership consisting of, _____ an individual doing business as,

THE SAN ANTONIO WATER SYSTEM:

Pursuant to the RFCSP, the undersigned proposes to include all labor, materials and equipment necessary to install a complete and functional system in accordance with the requirements and specifications, located in section _____, for the following prices to wit:

Base Price

Item No.	Description of Items	Unit Price	Estimated Quantities	Total Extended Price
1	Existing Station Sites <i>To include, but not limited to: Remove existing control panels, card readers, etc. Provide, install and configure new control panels, card readers, LAN connections, etc. at remote station sites (generally controlling an automatic gate).</i>	\$ _____	45	\$ _____
2	Replace LS2P Locksets <i>To include, but not limited to: Replacement of LS2P locksets. Provide, install and configure control panels, cabling, card readers, electric mortise lockset, power supplies, door contacts, cover plates, LAN connections, etc.</i>	\$ _____	37	\$ _____
3	New Locations <i>To include, but not limited to: Provide, install and configure control panels, card readers, door contacts, cabling, cable routes, electric mortise lockset, LAN connections, etc. at new locations. Note: See option below (#14) for push-bar up charge.</i>	\$ _____	59	\$ _____
4	Maintenance Spares <i>To include, but not limited to: Maintenance spares - provide control panels with 2 exterior rated card readers each.</i>	\$ _____	10	\$ _____
5	Existing Office Sites <i>To include, but not limited to: Remove existing control panels, card readers, etc. Provide, install and configure new control panels, card readers, door contacts, LAN connections, etc.</i>	\$ _____	203	\$ _____
6	ISMS Host Server and Backup Server Hardware <i>To include, but not limited to: Provide, install and configure host and back servers, cabling, etc., as necessary.</i>	Lump Sum Price	LS	\$ _____

7	ISMS Software - Access Control Component <i>To include, but not limited to: Provide, install and configure all ISMS Access Control Software, such as: applicable server licenses, client workstation licenses, badging licenses, camera capacity licenses, control panel licenses, etc.</i>	Lump Sum Price	LS	\$ _____
8	Photo ID <i>To include, but not limited to: Providing 8,000 16k Bit iClass 13.56 MHZ PVC/Polyester Composite cards, 5,000 PVC/Polyester Composite non-technology cards, and associated printing supplies, such as specified ribbon, film, laminate, etc.</i>	Lump Sum Price	LS	\$ _____
9	ISMS Software - Visitor Management Component <i>To include, but not limited to: Provide, install and configure all ISMS Visitor Management Software, Hardware, Licenses, Equipment, Temporary Badge Supplies, Printers, etc.</i>	Lump Sum Price	LS	\$ _____
10	Video Installation - SAWS HQ <i>To include, but not limited to: Removal of existing equipment. Provide, install, configure and integrate specified video equipment and enclosures at specified location.</i>	Lump Sum Price	LS	\$ _____
11	Video Installation - SAWS Garage <i>To include, but not limited to: Removal of existing equipment. Provide, install, configure and integrate specified video equipment and enclosures at specified location.</i>	Lump Sum Price	LS	\$ _____
12	Video Installation - Mission Service Center <i>To include, but not limited to: Removal of existing equipment. Provide, install, configure and integrate specified video equipment and enclosures at specified location.</i>	Lump Sum Price	LS	\$ _____
13	Video Installation - Northwest Service Center <i>To include, but not limited to: Removal of existing equipment. Provide, install, configure and integrate specified video equipment and enclosures at specified location.</i>	Lump Sum Price	LS	\$ _____

**Total
Proposal
Price:**

\$ _____

_____ Dollars _____ Cents

Other

14 Push-bar Up charge

To include, but not limited to: Price to install push-bar instead of electric mortise lockset. Number of push bars to be determined. Contractor may respond with cost estimate or explanation of how costs will be determined for these locations.

15 Existing Magnetic Locations

Negotiate hardware options and materials to be used in the replacement of existing magnet locks and/or touch sense doors with mechanical push-bars. Contractor may respond with cost estimate or explanation of how costs will be determined for these locations.

16 Other Unspecified Items

To include, but not limited to: Additional labor, materials, and/or equipment needs that may arise during negotiations or during the course of the project. Such as additional access control locations, hardware, cameras, etc.

17 ISMS Software License Maintenance

Annual SLA and/or other license costs to maintain the proposed system software.

18 Extended Warranty Options, After Initial Warranty Period

*Extended Warranty Service for an additional 1 yr.
 Extended Warranty Service for an additional 3 yrs.
 Extended Warranty Service for an additional 5 yrs.*

<hr/>		
\$	3	\$
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Lump Sum Price	LS	\$
<hr/>		
Lump Sum Price	LS	\$
Lump Sum Price	LS	\$
Lump Sum Price	LS	\$
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The Respondent herein acknowledges receipt of the following:
 Addendum Nos. _____

 Signature/Title

 Firm's Name

 Firm's Address

 Firm's Phone Number

 Firm's Email Address

**SAN ANTONIO WATER SYSTEM
SERVICES AGREEMENT**

AGREEMENT FOR

(the "Project")

THIS IS A SERVICE AGREEMENT (this "Agreement") by and between

(the "Consultant"), and San Antonio Water System, municipally-owned utility of the City of San Antonio in the State of Texas (the "Water System" or "SAWS"), and by which parties to this Agreement, in consideration of the mutual covenants set forth below and other good and valuable consideration (the mutuality, adequacy, and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. Services.

(a) Services. During the term of this Agreement, the Consultant will provide services to the Water System in accordance with the highest professional standards. Consultant shall perform the services described on Exhibit B attached hereto and incorporated herein. The Consultant shall perform such duties in accordance with the time schedule attached hereto as Exhibit D and comply with the Security Procedures attached as Exhibit E. Acceptance of work of the Consultant by the Water System shall not constitute or be deemed a release of the responsibility, obligations or liability of the Consultant under this Agreement for any errors, omissions, defect in the design, drawings, specifications, documents, reports and work performed by the Consultant. Consultant will utilize only qualified personnel to perform the work under this Agreement. All of such work shall be under the direct supervision of properly licensed professionals as appropriate for the Project and work.

(b) Compensation and Expenses. The Water System shall pay Consultant as set forth on the attached Exhibit A. If Consultant's services do not conform to the specifications stated on Exhibit B, as determined by Water System, Consultant shall promptly re-perform such services to the satisfaction of Water System at no additional charge to Water System.

(c) Independent Contractor. It is acknowledged and agreed that the Consultant is an independent contractor of the Water System and not an employee or agent or fiduciary of Water System, and each of the parties to this Agreement agrees to take actions consistent with the foregoing. Consultant is not being engaged to perform any fiduciary functions of Water System. Further, nothing in this Agreement shall be construed to create a partnership, joint venture, or other association between the parties.

(d) Water System's Responsibilities. Water System will use its reasonable best efforts to provide Consultant with all documentation and information in the possession of the Water System required to enable Consultant to provide the services, and will cause its employees and agents to cooperate with Consultant's reasonable requests in order to assist Consultant in providing the services.

(e) Work Papers. All final work product and work papers directly relating thereto delivered to Water System by the Consultant in connection with the performance of services pursuant to this Agreement, including public records obtained by the Consultant, shall be the property of the Water System whether or not in the possession of the Consultant, for use and re-use by the Water System, its agents, employees, contractors and consultants, as needed from time-to-time.

(f) Nondisclosure. The Water System has a proprietary interest in this Agreement and in the services provided by Consultant. Accordingly, this Agreement, the services, and any information obtained by Consultant through Water System in connection with the performance of the services shall not be disclosed by Consultant to any third party. In the event Consultant is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Consultant in the performance of this Agreement, Consultant shall provide notice to Water System of the request along with a copy of the request, and give Water System the opportunity to respond to the request prior to its release by Consultant. In no event shall Consultant provide or participate in any public presentations or prepare or present any papers for public dissemination concerning the Project, or with information obtained in connection with the Project, without receiving the prior written approval from the Water System of the type of public dissemination and the content of any materials presented, which approval may be withheld in the sole and absolute discretion of the Water System.

(g) Compliance with Law. In performing this Agreement, the Consultant agrees to comply with applicable laws and regulations, and to secure, pay for and comply with all permits, governmental fees, licenses, inspections, bonds, security or deposits necessary for proper execution and completion of the services. Consultant agrees to not make or permit to be made any improper payments, or to perform any unlawful acts.

(h) Insurance. Consultant shall maintain and keep in force for the duration of this Agreement such insurance as set forth on Exhibit C of this Agreement, which is attached hereto and incorporated herein for all purposes as if fully set forth herein. Approval of insurance by the Water System shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant. Consultant shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. All endorsements naming the Water System and the City of San Antonio (the "City") as additional insureds, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall indicate: San Antonio Water System, Contract Administration Division, 2800 US Hwy 281 North, San Antonio, Texas 78212.

(i) Right To Audit. Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of its employees and agents working on the Project for a period of three years after final payment for completed work has been made and all other pending matters concerning the Agreement have been closed. Consultant agrees that the Water System or its authorized representative shall have access during normal business hours to any and all books, documents, papers, and records of the Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits and examinations.

The Consultant further agrees to make the above requirement apply to any and all subconsultant agreements in which the Consultant has a contractual relationship for the services to be performed under the Agreement. All subconsultants shall agree that the Water System or its authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the subconsultant which are directly pertinent to the services to be performed under the Agreement for the purposes of making audits and examinations.

(j) Equal Employment Opportunity/Minority Business Enterprise. The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment; and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Nondiscrimination Clause and the Small and Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office. In the event non-compliance occurs the Consultant, upon written notification by the Water System, will commence compliance procedures within thirty (30) days.

(k) Subconsultants. The Consultant acknowledges that it is the policy of the Water System to assist in increasing the competitiveness and qualifications of Small, Minority, and Woman Businesses (SMWB) to afford greater opportunity for such groups to obtain and participate in Water System contracts. Consultant agrees to complete and submit a Good Faith Effort Plan as part of its response to the Water System's request for a proposal. Consultant shall take all reasonable steps to be in compliance with and maintain compliance with the minimum percentage participations for SMWB set out in Consultant's proposal to the Water System. Consultant shall maintain records of all SMWB contracts and programs and submit a Vendor/Subcontractor Report Form to the Water System when submitting pay requests to the Water System.

(l) Consultant's Warranty. The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not for the purpose of soliciting or securing this Agreement paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage,

brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, the Water System shall have the right to terminate this Agreement under the provisions of Section 2 below.

(m) Indemnification. Consultant agrees to and does hereby fully indemnify, defend, and hold harmless Water System and the City of San Antonio, and their respective members, agents, employees, officers, directors, trustees and representatives (collectively, "Indemnitees"), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees (including, without limitation, attorneys' fees), fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including, without limitation, personal injury or death and property damage, incurred by, asserted against or made upon any of the Indemnitees arising out of, resulting from or related to the acts, commissions or omissions of Consultant, any agent, officer, director, representative, employee, consultant, contractor or subconsultant or subcontractor of Consultant, and their respective officers, agents, employees, directors, and representatives, while in the exercise or performance of the rights or duties under this Agreement. Consultant shall promptly advise the Water System in writing of any claim or demand against the Consultant or any of the Indemnitees which relates to or arises out of the Consultant's activities under this Agreement at Consultant's cost. Any of the Indemnitees shall have the right, at their option and at their own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph. The terms and provisions of this Section 1(m) shall survive the expiration of the term or earlier termination of this Agreement. Nothing in this Section 1(m) shall be interpreted to constitute a waiver of any governmental immunity available under Texas law or any available defenses under Texas law.

(n) Default. In the event Consultant fails to perform its duties or obligations under this Agreement, Water System shall be entitled to any and all remedies available at law or in equity (including, without limitation, the recovery from Consultant of all losses and damages, whether actual, direct, consequential, liquidated or otherwise, and all reasonable attorneys' and other professional fees and costs suffered or incurred by the Water System arising from such default), and, in addition, the Water System shall have the right to terminate this Agreement by written notice as provided in Section 2 below. The Water System shall be entitled to recover reasonable attorneys' fees and costs of dispute resolution incurred in connection with enforcement of this Agreement. In addition, the Water System shall have the right to (1) take possession of all materials and work completed under this Agreement, (2) accept assignment of any sub-consultant agreements relating to this Agreement on terms and conditions acceptable to the Water System, and (3) recover from the Consultant and/or deduct from any sums then owed to the Consultant, all losses, damages, penalties and fines, whether actual or liquidated, direct, consequential and/or exemplary, and all reasonable attorneys' and other professional fees and costs suffered or incurred by the Water System by reason of or as a result of Consultant's default. Such amounts, together with interest on same at the highest rate allowed by law until paid in full, shall be binding on Consultant and are due upon demand. No action by the Water System shall constitute an election of remedies.

(o) Inspection, Testing and Acceptance. All services shall be subject to inspection and testing by Water System at all reasonable times and places. The expenses of inspection and/or testing performed by Water System shall be paid by Water System, but shall be reimbursed to Water System by Contractor if the services tested or inspected do not conform to the specifications of this Agreement and such non-conformity results in rejection of the services by Water System. Inspection and acceptance by Water System does not relieve Contractor from any responsibility regarding defects of other failures to meet Agreement requirements. Nothing herein is intended to require Water System to perform any inspection or testing.

(p) Services Warranty. Contractor warrants that services shall be provided in accordance with the requirements of this Agreement, performed using Contractor's best skill and attention to complete the work with the care, skill and diligence ordinarily exercised by first class contractors performing similar services on projects of a similar scope, and, to the extent applicable, delivered to Water System free from faulty design and workmanship, and constructed from new materials (if furnished by Contractor or any subcontractor) free from faults and defects and of proper size, quality, and material, and conveyed with free and clear title. To the extent applicable, Contractor shall obtain for the benefit of Water System all available warranties of subcontractors, Contractor's suppliers and vendors of all materials installed. Contractor, at its own expense, shall promptly repair, replace or otherwise cure all services that fail to conform to Contractor's warranty. Initiation of repair, replacement or cure of services as provided herein shall be initiated within a period of ten (10) days and completed as soon as possible.

2. Term, Termination and Suspension.

(a) Term. The term of this Agreement shall be for the period provided in Exhibit D attached hereto and incorporated herein, beginning and ending on the dates provided in Exhibit D. In the event that Consultant has not completed the work specified on Exhibit B prior to the end of the term of this Agreement, in addition to any other remedies to which the Water System may be entitled, at law or in equity, Consultant shall pay to Water System, or the Water System may withhold from sums then due and owing the Consultant, the amount of \$0 per day as "Liquidated Damages" until such time as the work is completed to the Water System's satisfaction. It is hereby acknowledged and agreed that the Liquidated Damages to which the Water System is entitled to hereunder are a reasonable forecast of just compensation for the actual damages for delay of the Project caused by Consultant's failure to complete the work within the time allotted in this Agreement.

(b) Termination For Cause. Water System may terminate this Agreement at any time for "Cause" in accordance with the procedures provided below. Termination by Water System of this Agreement for "Cause" shall mean termination upon (i) the neglect, breach or inattention by Consultant of its duties hereunder, and such neglect, breach or inattention has not been cured within five (5) days after written notice thereof given by Water System to Consultant, (ii) the engaging by Consultant in willful or fraudulent conduct that is injurious to Water System, monetarily or otherwise, (iii) the failure by Consultant to otherwise perform its

duties hereunder and such failure has not been cured within five (5) days after written notice thereof given by Water System to Consultant. Notice shall be deemed given as provided in Section 3(a) of this Agreement. Upon such termination for cause, the Consultant shall not be entitled to any further compensation under this Agreement, except for the compensation which has been earned for services rendered by Consultant in accordance with this Agreement through the date of notice of such termination, subject to offset for damages as set forth in Section 1(n) above, and which shall be paid only after final completion of the work provided for under this Agreement by the Water System.

In the event termination for cause is not proper under this Section, the termination shall be deemed to constitute a termination for convenience as set forth in Section 2(c) below.

(c) Other Termination. The Water System may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the Consultant. Upon termination of this Agreement, the Consultant will be entitled only to the compensation and expenses which have been earned for services rendered in accordance with this Agreement through the date of such termination. No termination of this Agreement shall impair or defeat those obligations set forth elsewhere in this Agreement which require either party to do or refrain from doing any specified act or acts after termination of this Agreement, or to perform any obligation which by its terms or normal meaning survives termination of this Agreement.

(d) Suspension. The Water System reserves the right to suspend work under this Agreement at any time and from time-to-time work for the convenience of the Water System by issuing a written notice of suspension, which notice outlines the reasons for the suspension and the then estimated duration of the suspension, but in no way will guarantee the total number of days of suspension. Such suspension shall take effect immediately upon the date specified in the notice and if no date is specified, the date of delivery of the notice of suspension to the Consultant. Upon receipt of a notice of suspension in excess of one hundred eighty (180) days, the Consultant shall have the right to terminate this Agreement by written notice to the Water System. Consultant may exercise this right to terminate any time after a suspension has continued for more than one hundred eighty (180) days, but before the Water System gives Consultant written notice to resume the work. Termination (under this paragraph) by Consultant shall be effective immediately upon the Water System's receipt of said written notice from Consultant.

(e) Upon receipt of a written notice of suspension or termination, unless the notice otherwise directs, Consultant shall immediately phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to the Water System under this Agreement.

3. Miscellaneous.

(c) Gift Policy. Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources. A copy of Water System's Policy 2-17 "Procedures for Gift and Meal Policy" is available upon request.

(d) Tax Matters. Consultant shall be solely responsible for payment of all taxes related to Consultant's provision of the services. A tax exempt certificate is available upon request for the purchase of materials and goods only with regards to the contracted services of this Agreement.

(e) Assignment; Binding Effect. No assignment, transfer, or delegation of any rights or obligations under this Agreement by Consultant shall be made without the prior written consent of the Water System, which may be withheld in the sole and absolute discretion of the Water System. This Agreement shall be binding upon the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other successors and permitted assigns, and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other permitted successors and permitted assigns.

(f) Interpretation; Captions. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders. Titles and captions of or in this Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope for this Agreement or the intent of its provisions.

(g) Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to its subject matter, supersedes all prior agreements, if any, of the parties to this Agreement with respect to its subject matter, and may not be amended except in writing signed by the party to this Agreement against whom the change is being asserted. This Agreement consists of this document and attached Exhibits A, B, C, D, E and F, all of which are incorporated herein by reference for all purposes. Should any conflict arise between the terms of this document and the attached Exhibits, this document shall be controlling.

(h) No Waiver. The failure of any party to this Agreement at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party to this Agreement of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

(i) Governing Law; Jurisdiction. This Agreement has been entered in, and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflict or choice of law. This Agreement is performable in Bexar County and sole venue shall be in the courts of Bexar County, Texas.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

(k) Non-Appropriation. Consultant agrees that the Water System has projected costs for this Agreement and Water System expects to pay all obligations of this Agreement from projected revenues of the Water System. All obligations of the Water System are subject to annual appropriations by its Board of Trustees. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that the Water System should fail to appropriate funds to pay any of Water System's obligations under the terms of this Agreement, then the Water System's obligations under this Agreement shall terminate, and the Consultant's sole option and remedy shall be to terminate this Agreement by written notice to Water System, and neither the Water System nor the Consultant shall have any further duties or obligations hereunder, except those which expressly survive.

DULY EXECUTED and delivered by the parties to this Agreement, effective on the date counter signed by the Water System.

THE WATER SYSTEM: San Antonio Water System

By: _____

Date

CONSULTANT: (Insert Consultant Name)

By: _____

Signature

Title

Date

LIST OF EXHIBITS

- Exhibit A: Compensation
- Exhibit B: Scope of Services
- Exhibit C: Standard Insurance Specifications
- Exhibit D: Term and Timeframe for Deliverables
- Exhibit E: Security Procedures
- Exhibit F: Approved Subconsultants
- Exhibit G: Performance Bond
- Exhibit H: Payment Bond

Review Only

Review Only