



**SOLICITATION NO: R-19-004-JG
RELEASE DATE: MARCH 8, 2019**

REQUEST FOR PROPOSALS

COST OF SERVICE AND RATE DESIGN STUDY

**Virtual ONLY Non-Mandatory Pre-Submittal Conference:
Monday March 18, 2019 at 2:00 p.m. (CDT)**

Deadline: April 15, 2019 at 2:00 p.m. (CDT)

****HARD COPY SUBMISSIONS ****

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I. Project Information

A. Objective

The San Antonio Water System (“SAWS”) is requesting proposals from a consultant or consulting firm to perform a comprehensive Cost of Service and Rate Design Study (Rate Study). The purpose of the Rate Study is to analyze and provide recommendations to SAWS about the rate structure for water delivery, water supply, recycled water, and wastewater operations. The utility service area to be studied will include the current water and wastewater service areas of SAWS. The Rate Study will include recommendations regarding the adequacy and most appropriate structure for all rates assessed by SAWS considering such principles as (not all-inclusive nor listed in priority order): conservation, consumption characteristics of various customer classes, cost of service, fairness and equity implications, financial stability, customer affordability, and economic development. The recommendations shall take into account the prioritization of principles made by the City Council, the SAWS Board of Trustees and the Rate Advisory Committee (RAC). The RAC consists of citizens appointed to oversee the Rate Design Study process. The Selected Consultant shall also review and make recommendations for improvement of SAWS’ current cost allocation model.

B. Background

The services of a consultant to conduct a Cost of Service and Rate Design Study for SAWS were last utilized in 2014 and 2015. A summary of the current rate structures implemented as a result of the last rate study is provided within this RFP. Rate Schedules (Schedules A-F) effective for 2019 for each rate classification described are outlined in Attachment I. Each applicable rate schedule will be referenced below and in Section C as appropriate.

1. Potable Water Rate Structure

- a. All potable water customers are assessed separate Water Delivery and Water Supply Fee volumetric rates (Schedules A and E). Water Supply Fee volumetric rates are assessed using the same rate tier blocks as the corresponding Water Delivery rates; the number of rate blocks vary by customer class. All water customers are also assessed fixed Water Delivery-only service availability or meter charges that vary by meter size and rate class.
- b. For residential customers, a Lifeline Supply rate block exists to provide all residential customers with a very low rate for life essential uses of water. The Lifeline rates include reduced Water Delivery and Water Supply volumetric rates for the first 2,992 gallons of consumption and a lower fixed Water Delivery-only meter charge for customers with no usage above 2,992 gallons per month.
- c. Residential Water Delivery and Water Supply Fee volumetric rates have eight separate blocks with steadily increasing rates at higher usage levels intended to incentivize conservation by sending price signals to all customers having usage above the Lifeline Supply amount. Residential Water Delivery-only meter charges vary by meter size.
- d. The General Class (Schedules B and E) includes municipal, apartment, industrial and commercial customers. General Class customers are assessed base-excess Water Delivery and Water Supply Fee rates with four volumetric rate tiers with increasing rates and Water Delivery-only meter charges that vary by meter size. Each customer’s base tier usage is equal to their average monthly usage from the prior year.
- e. New General Class customers with no established prior year base usage are initially assigned a default base amount using the average monthly consumption for the prior calendar year for the average apartment, commercial, or industrial account as applicable until an average can be established.
- f. A separate Irrigation rate class (Schedules D and E) exists with four separate Water Delivery and Water Supply Fee volumetric blocks with increasing rates which are designed to send the highest price signal to the top 20% of irrigation usage. Irrigation Water Delivery-only meter charges are equal to General Class Water Delivery-only meter charges.
- g. The Water Delivery rate structures for Residential, General Class and Irrigation customers have separate rates for Inside-City-Limits (ICL) and Outside-City-Limits (OCL) customers,

while the Water Supply Fee rates for these classes are the same for all customers without regard to ICL or OCL status. There are no Water Supply Fee meter charges.

- h. The Wholesale Class (Schedules C and E) has a two-block volumetric block structure where the first block represents the customer's prior year's average monthly usage or the base use amount as defined in a wholesale contract, and the second block represents water usage by wholesale customers above the prior year average or the agreed upon base amount. The volumetric rate structure includes Water Delivery and Water Supply Fee rates. The Water Delivery-only meter charges vary by meter size. There are no separate ICL/OCL Wholesale water rates.

2. Wastewater Rate Structure

- a. All SAWS customers connected to SAWS wastewater system are assessed wastewater charges in addition to, and in connection with water service, with the exception of Irrigation and Recycled Water customers.
- b. Residential (Schedule A) and General Class (Schedule B) customers have a minimum allowance of 1,496 gallons per month included in the Wastewater service availability or meter charge for residential and general class customers.
- c. The Wastewater availability charges in all applicable classes vary by water meter size with the exception of the Wholesale class in which the availability charge is a uniform charge for all wholesale wastewater customers.
- d. Residential customers are assessed for wastewater volume based on water Average Winter Consumption (AWC) over 1,496 gallons per month using volumetric rates divided into two blocks with the second block assessed over 2,992 gallons at a higher rate than the first block rate. The AWC is calculated annually using water consumption from three consecutive billing cycles during the period November 15th and March 15th. The AWC remains in effect for 12 months until a new AWC is established.
- e. General Class customers are assessed for wastewater volume based on actual water consumption over 1,496 gallons per month at a single volumetric rate.
- f. The Wastewater rate structures for Residential and General Class customers have separate rates for ICL and OCL customers. There are no separate ICL/OCL Wholesale wastewater rates.
- g. Wholesale wastewater customers (Schedule C) are assessed a uniform availability charge and are charged a single tiered wastewater volumetric rate without an allowance for the first 1,496 gallons of monthly water usage.
- h. New Residential wastewater customers with no established AWC are assessed volumetric rates based on an initial assumed consumption of 5,985 gallons a month until an average can be established.

3. Recycled Water Rate Structure

- a. Recycled Water customers are divided into two groups (Schedule F)
 - i. Edwards Exchange customers are those customers that previously transferred their Edwards Aquifer water rights to SAWS, and who, in exchange, are assessed a low first block volumetric rate for all recycled water usage up to the amount of acre-feet of water rights transferred to SAWS, with a higher second block rate for usage above the rights transfer amount; and
 - ii. Non-Edwards Exchange customers are customers who are assessed a two-tiered set of rates with the monthly usage threshold for the first block at 748,000 gallons.
- b. Both Edwards Exchange and Non-Edwards Exchange customers are assessed the same monthly service availability or meter charges that vary by size of meter.
- c. Recycled Water volumetric rates also have separate seasonal and non-seasonal charge amounts.
- d. Recycled Water customers are not assessed wastewater charges.
- e. Recycled Water rates do not have separate ICL/OCL rate structures.

C. Scope of Services

The Selected Consultant shall perform the following services:

1. Provide the analyses and studies described below with respect to water delivery, water supply, recycled water and wastewater operations conducted by SAWS. Unless otherwise specified, the base revenue requirements that will serve as the basis for the Rate Study will be from the 2019 SAWS Budget plus the estimated annualized costs beginning in 2020 for the Vista Ridge Water Project. The Final Report shall address the following issues:
 - a. Analysis of historical demand levels, price elasticity of demand, and income elasticity with price elasticity, with an evaluation and projection of the key components of demand, including numbers and types of customers, daily and hourly demand, and peaking factors.
 - b. Analysis of impact of SAWS drought restrictions and effects of the 2017 Water Management Plan conservation program, which is available on SAWS' website at the following link:
(http://www.saws.org/Your_Water/WaterResources/2017_WMP/).
 - c. Analysis and classification of the existing Utility Plant in Service of SAWS.
 - d. Analysis and classification of the existing debt service requirements of SAWS.
 - e. Review and analysis of the maintenance and operation expense requirements projected by SAWS, and allocation to proper cost components.
 - f. Evaluation of current SAWS rates and rate structures in terms of the ability of these rates to generate adequate revenue to meet requirements from the proper source.
 - g. Allocation of the costs of service for the defined test period to the related functional components and customer classes.
 - h. Development of fair and equitable rate structures recovering costs for the base period water delivery, water supply, wastewater, and recycled water core businesses, respectively, based on the principle of cost-of-service recovery.
 - i. Sewer Surcharge Analysis: Calculation of the costs for mitigating biochemical oxygen demand (BOD) and total suspended solids (TSS) under the current City of San Antonio Industrial Waste Ordinance and determine if the current sewer surcharges are sufficient to recover the costs of the program and make recommendations for changes as warranted.
 - j. Fire Line Charges: Determine if the current SAWS Fire Line rates are sufficient to recover the costs of the program and make recommendations for changes as warranted.
2. Determination of Revenue Requirements
 - a. Meet with the SAWS Senior Vice President/Chief Financial Officer and Finance Department staff to review the operating and capital improvements program (CIP) budgets to review the SAWS budget and revenue requirements models, and to discuss SAWS major financial policies and objectives related to utility revenue requirements.
 - b. Review and recommend total utility service revenue requirements and provide the necessary assistance and review of determinations of revenue requirements using the: Cash Basis and Utility Basis, for Inside-City-Limits (ICL) service and Outside-City-Limits (OCL), respectively, as those terms are defined in the AWWA Water Rates Manual.

- i. Revenue requirement determinations must be consistent with the expressed financial objectives of SAWS, including the accomplishment of multi-year rate stability and compliance with established SAWS financial policies.

3. Determination of Revenues Realizable at Currently Effective Rates

Develop an estimate of annual service revenues realizable at current rates taking into account historical usage patterns and expected growth in consultation with SAWS Finance Department staff.

4. Functionalization, Classification and Allocation of Revenue Requirements

Recommend and implement a plan for assigning or allocating each component of revenue requirements to specific utility functions and to specific customer classes.

5. Rate Design and Customer Classification

- a. Recommend options for rate designs and associated customer classifications for water delivery, water supply, wastewater, and recycled water services. Multiple results from various rate design structure options are to be provided. Among the options SAWS would like to have presented are the following:

- i. Development of a single rate structure to recover the combined costs for the water supply and water delivery core businesses.
- ii. Development of rate structures for applicable core businesses that eliminate the inside-city-limit (ICL) and outside-city-limit (OCL) rate distinction. Compare and contrast the costs and benefits of having ICL vs. OCL rate structures as opposed to a rate structure without and ICL/OCL distinctions.
- iii. Development of alternative residential wastewater rate structures that bill using either Average Winter Consumption or give some consideration to the current month's water usage.
- iv. Development of a proposed rate structure that incorporates lower rates for qualified affordability customers as opposed to the current method of applying discounts to affordability customers. Compare and contrast the costs and benefits of using flat monthly charge discounts as opposed to having a separate affordability rate structure with lower rates.
- v. Any additional rate design options that align with industry best practices.

6. SAWS Expectations

- a. Deliverables shall include:

- i. Bi-weekly status reports will be required and must, at a minimum, summarize the hours expended, tasks accomplished, assignments, and identify significant problems with suggested solutions.
- ii. Final reports: Should include executive summaries that highlight major issues and decisions, a comprehensive cost of service and rate design section that details all methodologies, assumptions, public input, and calculations, and a background section that includes all data used in the development of recommended and alternative designs.

- iii. Models: Several models may need to be developed during the process of rate design. All models will become the property of SAWS, and the appropriate personnel will be trained on the operation of said models. Identify the software, which will be utilized for model development and transmittal.

b. Education

SAWS staff and Rate Advisory Committee (RAC) members shall receive education about the process of rate development. This includes traditional rate setting issues, methodologies and state of the art ideas that are being used or tested in other companies or industries. The educational component of this relationship is paramount to the success of this study. For SAWS staff, the education should include methodology, computer models, and the capability to modify or update the models or computations if necessary.

c. Presentations and Meetings

- i. It will be necessary to brief various stakeholders. These may include City and SAWS staff, SAWS Board of Trustees, SAWS employees, and the RAC. It is SAWS' expectation that the selected Consultant will organize and develop the presentation materials for and participate in many of these meetings and include the content and conclusions of these meetings in the Deliverables outlined above. The number of presentations required will range from 8 to 12 over a period of approximately eighteen (18) months.
- ii. Various meetings at SAWS offices will also be required from time to time with SAWS staff and/or City officials. Staff will endeavor to combine scheduled meetings of the RAC with desired Selected Respondent meetings with staff on the same days. Attendance at a project kick-off meeting with staff only at SAWS offices will also be required.
- d. All invoices from the selected Consultant and sub-consultants must include the following information relative to the period of time being invoiced:
 - i. Breakdown of staff hours expended by position associated with each task referenced in the scope of services, and
 - ii. Breakdown of all non-personnel expenses associated with each task with copies of all travel receipts provided as back-up

D. Additional Requirements

SAWS prefers that Respondent's firm and/or team member demonstrates experience conducting multiple water/wastewater rate studies for utilities in Texas, Oklahoma, New Mexico, Arizona, Colorado, Utah, Nevada, and/or California.

E. Estimated Timeline

March 8, 2019RFP Released
 March 18, 2019 at 2:00 p.m. Non-Mandatory Virtual ONLY Pre-Submittal Conference
 March 29, 2019 by 4:00 p.m. Receipt of Written Questions Due
 April 4, 2019 by 4:00 p.m. Q & A Posted to Website
 April 15, 2019 by 10:00 a.m. Proposals Due
 April 2019 Proposals Evaluated
 Mid-May, 2019Interviews, if necessary

July 2, 2019..... SAWS Board Consideration and Award
 July 2019.....Non-Selection Notices mailed
 July 2019..... Start Work

The dates listed above are subject to change without notice.

II. Selection Process

A. Selection

A Selection Evaluation Committee will review, evaluate, and rank the proposals according to a numerical scoring system based on the responses to the criteria listed below. The Selection Evaluation Committee may select two or more firms to be interviewed.

B. Interviews

Interviews of the top scoring candidates are likely. Selected respondents will be asked to provide a brief presentation to the Selection Evaluation Committee summarizing their qualifications, experience and project approach as well as answer any questions posed by the Selection Evaluation Committee.

C. Evaluation Criteria Summary

Respondents not providing a response to each of the criteria listed in this solicitation may be considered non-responsive and ineligible for consideration.

- Project Approach and Quality Assurance/Control 35 pts
- Project Team and Team Member Experience 30 pts
- Compensation Proposal..... 15 pts
- Understanding of San Antonio Socio-Political Environment..... 5 pts
- Small, Minority and Woman, and Veteran-Owned Business (SMWVB)
 Participation (Exhibit “B” Good Faith Effort Plan) 15 pts
- TOTAL 100 pts

III. Communication

A. Restrictions

1. Respondents or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - 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 regarding the RFP from the time the solicitation is released until it has been acted upon by the Board of Trustees.
2. Respondents or their representatives are prohibited from communicating with SAWS employees regarding this RFP, except as provided under “Technical Questions,” from the time the solicitation is released until the contract is awarded.
3. This includes “thank you” letters, phone calls, emails, and any contact that results in direct or indirect discussion of the RFP and/or proposal submitted by Respondents.
4. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent’s proposal from consideration.

B. Virtual ONLY Non-Mandatory Pre-Submittal Conference

1. Respondents may ask verbal questions regarding this solicitation at the Non-Mandatory Virtual ONLY Pre-Submittal Conference on:

Monday March 18, 2019 at 2:00 p.m. Central Daylight Time (CDT)

2. Respondent may contact Jessica Goforth via email at Jessica.Goforth@saws.org should any issues arise.
3. Virtual attendance is **strongly encouraged** by key personnel who will be submitting for this project. It is also **strongly encouraged** that key personnel who would be part of performing the Scope of Services, as outlined in this solicitation, be in attendance (virtually as there is no in-person meeting) in order for the proposed Respondent to gain a better understanding and ask relevant questions.
4. The pre-submittal conference will be recorded and provided for informational purposes only. It is **required** key personnel who, if Respondent is selected, would be part of performing the Scope of Services, as outlined in this solicitation, either virtually attend and/or listen to the recording. Respondents must acknowledge in the Respondent Questionnaire that key personnel either attended and/or listened to the recording as part of their submission.

To obtain the recorded pre-submittal conference, e-mail Jessica Goforth, Contract Administrator, at Jessica.Goforth@saws.org.

5. While it is required to attend or listen to the pre-submittal conference, any oral responses provided by SAWS staff at the Pre-Submittal Conference shall be preliminary. Any oral response given at the Pre-Submittal Conference shall not be official or binding on SAWS. Only written responses shall be official and all other forms of communication with any officer, employee or agent of SAWS shall not be binding on SAWS.

C. Technical Questions

1. Respondents may submit technical questions concerning the services in this RFP in writing. Electronic inquiries by e-mail will be accepted. The contact person for this solicitation is:

Jessica Goforth
Contract Administration
San Antonio Water System
Customer Center Building
2800 U.S. Hwy 281 North, Counter Services
San Antonio, TX 78212
Email: Jessica.Goforth@saws.org

2. The deadline for SAWS receipt of questions is 4 pm, Friday, March 29, 2019. Questions regarding this RFP received after the deadline will not be answered in order to allow ample time for the distribution of answers and/or addenda to this RFP.
3. Answers to the questions will be posted on the SAWS website.

D. SMWVB Questions

1. Respondents and/or their agents may contact Marisol V. Robles, SMWVB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, Woman, and Veteran-Owned Business (SMWVB) Program policy and/or completion of the *Good Faith Effort Plan*.

Exhibit "B" contains the required forms in order to respond to this solicitation.

E. Submittal or Status Questions

1. To check the status of this solicitation after the due date, visit our website located at www.saws.org, select Business Center, Contract Solicitations, then select Archive, scroll down to locate the RFP and select More. The status is located under the due date.
2. For questions regarding this solicitation or if the website does not provide sufficient information, please call Jessica Goforth at 210-233-3849 for assistance.

IV. Submitting a Response

A. Deadline

Respondents are strongly encouraged to submit their proposals at least two (2) hours prior to the Proposal deadline and time to avoid last minute issues. If you believe there is an issue, please contact Jessica Goforth, Contract Administrator, at 210-233-3849 for assistance before the due date deadline.

B. Submission – *****Hard Copy Submittals Accepted Only*****

1. Submit the proposal in CD or USB format and hard copies. With the exception of the Good Faith Effort Plan (GFEP) (Exhibit B) and Compensation Proposal Form (Exhibit D), the CD/USB should contain the entire proposal as submitted, to include the appropriate required signatures, and be encased in a paper CD envelope, clearly marked with the solicitation information.
2. Responses must be **securely** bound by any means **except** by 3-ring binders and paper/binder clips. One (1) hard copy should be clearly marked as "ORIGINAL" on the cover and the signature sheet. Eight (8) must be submitted as well. The CD or USB, original and all copies should be submitted in a sealed package, with the project information and deadline date and time clearly identified on the outside of the package.
3. The Good Faith Effort Plan (GFEP) (Exhibit B) and the Compensation Proposal Form (Exhibit D) should be submitted in a separately sealed envelope instead of within the RFP document. The GFEP and Compensation Proposal should not be included in the CD or USB, original, or copies.
4. Proposals should be delivered to the following address:

San Antonio Water System
Attn: Contract Administration
Customer Center Building
2800 U.S. Hwy 281 North, Suite 171
San Antonio, Texas 78212

5. Responses are limited to a maximum of thirty (30) pages per proposal. Required forms do not count toward the page limit. Required forms are the Submittal Response Checklist, Respondent Questionnaire, Compensation Proposal Form, W-9 form, Insurance requirements, Good Faith Effort Plan, SCTRCA Certificates and the Conflict of Interest Questionnaire. The cover page, table of contents and tabs do not count towards the page limit. Number each page starting with the cover letter, including text charts and graphic images.
6. Brochures, visual or other presentations, art work and marketing information beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.

7. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format (up to 11" by 17" will be permitted for drawings, where warranted).
8. By submission of a response, Respondent acknowledges that they have read and thoroughly understand the Scope of Services, agree to all terms and conditions stated herein, and acknowledge that it can perform all tasks as required.
9. Once issued, this RFP is subject to revision via written Addenda any time before the submittal deadline. Any such Addenda will be available through the SAWS website. Respondent is solely responsible for obtaining all Addenda prior to submitting its SOQ. Respondents should check the SAWS website frequently, including the day of the SOQ Submittal Deadline. SAWS assumes no responsibility or liability whatsoever for the distribution of Addenda to Respondents.

C. Response Format

The response shall be organized as follows, and each section shall be titled accordingly:

1. Submittal Response Checklist

Complete and include the Submittal Response Checklist within the proposal. Verify that the checklist is signed and that all documents on the checklist have been included with the proposal.

2. Respondent Questionnaire

The Respondent Questionnaire captures general information regarding the firm submitting a proposal in response to this solicitation. It also includes acknowledgements for the attached exhibits and addendums. The document is required and must be completed and included in the proposal.

3. W-9 Form

Submit a completed and signed W-9 Form with your proposal. Respondents may go to <http://www.irs.gov/formspubs/index.html?portlet=3> to download this form, if needed. Please also include an email address or fax number.

4. Project approach and quality assurance/control

- a. Provide a detailed work plan explaining how the Respondent would complete this project as described in the Scope of Services. The work plan should provide at a minimum:
 - Itemized tasks
 - Resource requirements
 - Proposed timeline using a start date of July 10, 2019.In addition, the work plan should emphasize maximizing efficiencies in procedures in order for SAWS to meet its goal in a timely manner.
- b. Provide a sample rate model prepared by the Respondent for another utility. The model is to be in an EXCEL format. For the USB/CD, it should be a separated file in EXCEL.
- c. Provide a written document that describes the quality assurance (QA) and quality control (QC) procedures and other technical activities that will be implemented to demonstrate that the work performed by the Respondent will satisfy the scope of services in this RFP.

5. Project team and team experience

- a. Provide an organizational chart identifying each team member and their role in providing the scope of services.
- b. For each team member identified in the organizational chart, provide a resume of not more than two (2) pages per person on the capabilities, experience with water/wastewater rate studies, and qualifications of each team member. Resumes should include the team member's:
 - Name,
 - Title,
 - Education,
 - Professional experience captured in a brief overview, and
 - Licenses or professional affiliations.
- c. Provide a summary of not more than one (1) page detailing the unique qualifications of each sub-consultant.
- d. Provide a list of at least three (3) current and/or previous projects in the last (5) years, in which the Respondent has performed services similar to those sought in this solicitation. This list should include:
 - Name of client,
 - Location (city and state),
 - Duration of assignment,
 - Respondent's role in project, and
 - Valid reference contact to include name and phone number, previously verified.

6. Compensation Proposal

- a. Respondent should complete the Compensation Proposal Form, Exhibit "D". Compensation Proposal is to include a Total (firm-fixed price) Fee which is what will be taken into consideration for scoring. The Total Fee is to be inclusive of all tasks, travel expenses, staff hours, overhead, and task expenses.
- b. In addition to the Compensation Proposal, provide a breakdown of positions, staff hours, and hourly rates to include overhead, travel expenses, and expenses by task. This will not be taken into consideration for scoring but will be necessary for the contract and to maintain the timeline of this project.

7. Understanding of San Antonio Socio-Political Environment

- a. Provide a summary that demonstrates the Respondent's understanding of the San Antonio socio-political environment which serves as overall context for the comprehensive rate study. Summary should address the following:
 - Economics
 - Poverty Levels
 - City Governance
 - Water Supply Issues

V. Other Required Documents to Submit

A. Exhibit "A" – Insurance Requirements and Proof of Insurability

1. Respondent shall submit a copy of a Certificate(s) of Insurance giving evidence of the various lines of Respondent's commercial insurance coverage currently in force. Respondent should review the SAWS website at the following link:

http://www.saws.org/business_center/contractsol/forms.cfm for instructions on how to prepare the certificate of insurance.

2. If awarded a contract under this RFP, verification and tracking of insurance compliance throughout the life of the contract will be performed through the services of Ebix BPO (See Exhibit A).

The final negotiated contract price will determine the final required limits on Professional Liability Insurance Coverage.

B. Exhibit "B" – Good Faith Effort Plan (GFEP)
Policies on Equal Employment Opportunity and SMWVBs

1. Equal Employment Opportunity Requirements - SAWS highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should 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 SAWS Board of Trustees has adopted the Small, Minority, Woman, and Veteran-owned Business (SMWVB) Policy to establish and oversee a program that will support the inclusion of local small, minority, woman, and veteran-owned businesses (SMWVB). It is the policy of SAWS that it will ensure that local small, minority, woman, and veteran-owned businesses have an equal opportunity to compete for and participate in SAWS contracts. It is our policy to:

- Ensure nondiscrimination in the award and administration of SAWS contracts;
- Create a level playing field on which SMWBs can compete fairly for SAWS contracts;
- Ensure that only firms that attempt to meet small, minority, woman-owned business good faith efforts are considered for contract awards.

Respondent's commitment to SAWS SMWB policy will be based on meeting or exceeding the minimum SMWB goal of 40%. The minimum goal is based on the total contract value. Points will be awarded based on the tiered scales below.

Please note that as of 1/1/2017, an updated SMWVB Policy and scoring methodology are being implemented by San Antonio Water System. Veteran-owned Business Enterprises (VBEs), are tracked for statistical purposes, but are not eligible for points. **The maximum number of Small, Minority, and Woman-owned Business (SMWB) points to be earned is 15 points.** Self-performance and Sub-consulting may be used to achieve the aspirational goals and earn points. **SMWB Respondents and/or Sub-consultants must be certified by the South Central Texas Regional Certification Agency. Eligible firms (including MBEs and WBEs) must be certified as a Small Business Enterprise (SBE), must perform a commercially-useful function on the project, and must have an established place of business in the San Antonio Metropolitan Statistical Area in order to be counted for SMWB points.** Please see the Good Faith Effort Plan for definitions of terms. All Respondents, whether SMWB or not, may earn the maximum number of SMWB points (15) by adhering to any combination of the point structures below when attempting to meet the aspirational goals:

- a. M/WBE Scoring Method: Up to 15 Points (By percentage) **40.00% M/WBE Goal**
 - M/WBE Participation Percentage between 1% and 7.99%: 2 Points
 - M/WBE Participation Percentage between 8% and 14.99%: 4 Points
 - M/WBE Participation Percentage between 15% and 21.99%: 6 Points
 - M/WBE Participation Percentage between 22% and 28.99%: 8 Points
 - M/WBE Participation Percentage between 29% and 34.99%: 10 Points

- M/WBE Participation Percentage between 35% and 39.99%: 12 Points
- M/WBE Participation Percentage meeting or exceeding 40.00%: 15 Points

b. SBE (Non-M/WBE) Scoring Method: Up to 5 Points (By percentage) **5.00% SBE Goal**

- SBE Participation Percentage between 1% and 1.99%: 1 Point
- SBE Participation Percentage between 2% and 2.99%: 2 Points
- SBE Participation Percentage between 3% and 3.99%: 3 Points
- SBE Participation Percentage between 4% and 4.99%: 4 Points
- SBE Participation Percentage meeting or exceeding 5.00%: 5 Points

c. **Optional:** Prior Sub-consultant utilization compliance averages for the past 2 years may be considered when totaling the SMWB score, based upon data from the Subcontractor Payment & Utilization Reporting (SPUR) System. This applies to SMWB and Non-SMWB Prime Consultants' utilization of their SMWB sub-consultants. Up to 3 points may be deducted from the SMWB score for discrepancies between the pledged SMWB goal, and the current/ongoing actual utilization of SMWB sub-consultants on recent SAWS projects. This option does not apply to work order/unspecified contracts.

- Total SMWB Sub-consultant compliance discrepancy between 3.00% - 4.00%: Deduct 1 Point
- Total SMWB Sub-consultant compliance discrepancy between 4.00% - 5.00%: Deduct 2 Points
- Total SMWB Sub-consultant compliance discrepancy greater than 5.00%: Deduct 3 Points

2. All firms submitted as SMWB must provide a copy of their certification certificate.
3. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Respondent has sub-consulted or anticipates to sub-consult, including any future contract amendments. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
4. The Respondent agrees to employ good faith efforts to carry out this policy through award of sub-consultant contracts to SMWBs to the fullest extent possible.
5. The SAWS 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.** The information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "B." This form is required and considered part of the response to the RFP. Should the Good Faith Effort Plan not be submitted, the submittal may be considered non-responsive.
6. The successful respondent will be required to report actual payments to all sub-consultants by using 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). This information will be used for sub-consultant utilization tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract.

Web Submittal of Subcontractor Payment Reports

The Contractor is required to electronically submit 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. 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. After the prime receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

7. Please contact the SMWVB Program Manager, Marisol V. Robles, at 210-233-3420 or marisol.robles@saws.org for any questions pertaining to the Good Faith Effort Plan or the SMWVB Program.

C. Exhibit "C" - Conflict of Interest Questionnaire

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 RFP from SAWS. The CIQ is attached as Exhibit "C", 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 RFP.

D. Exhibit "D" – Compensation Proposal

Respondent must complete the Compensation Proposal Form attached as Exhibit "D". This form is required and is considered part of the response to this RFP.

E. Exhibit "E" – Security Procedures Acknowledgement

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

F. Exhibit "F" – Sample Contract Acknowledgement

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. If Respondent has exceptions to the terms and conditions, they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying the Respondent Questionnaire Form.

Exceptions will not be accepted after the proposal deadline. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

VI. Requests for Feedback

Firms not selected for a contract award may request feedback in the form of their score analysis and/or may request one (1), thirty (30) minute debrief.

1. Scores analysis and/or debriefs will only be provided after the SAWS Board of Trustees has approved the contract award.
2. Requests for scores analysis and/or debriefs shall be submitted in writing, to the point of contact identified within Section III. Communication, paragraph C. Technical Questions of the solicitation, within fifteen (15) calendar days from the date on the non-selection letter. Requests for debriefs after the fifteen (15) calendar days will not be granted.
3. Respondents may receive only one (1) debrief per calendar year from the date of the last request for a debrief. This limitation does not apply to requests for score analysis.

VII. Other Requirements

- A. Other key requirements that should be noted are as follows:
- Unresolved issues with SAWS may affect your competitiveness.
 - All contracts will require the provision for a "Right-to-Audit" clause.
 - SAWS shall retain the right to approve or disapprove any changes/variances of proposed sub-consultants and their related percentage of work "as proposed" from the original submittal form of the selected Respondents.
- B. Internet-Based Project Management System. Effective June 1, 2015, SAWS may administer its services through an Internet-Based Project Management System (hereafter referred to as "CPMS"). In such case, Consultant shall conduct communication through CPMS and perform all Project-related functions utilizing CPMS, with the exception of Sub-Consultant payment monitoring activities, which shall be through the S.P.U.R. system. This includes any and all correspondence, submittals, requests for information, vouchers, compensation requests and processing, amendment, change orders and other administrative activities as may be required in the Contract. SAWS shall administer the CPMS software, shall provide CPMS training to Project Team members and shall make the software accessible via the Internet to all necessary Project Team members. All invoices shall be submitted through the CPMS.
- C. Disclosure of Interested Parties (Form 1295)
- For applicable contracts entered into after January 1, 2016, a new ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- For further information, please go to the following link:
https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- D. SAWS reserves the right to:
1. Reject any and all proposals received;
 2. Issue a subsequent RFP;
 3. Cancel the entire RFP;
 4. Remedy technical errors in the RFP process;
 5. Negotiate with any, all, or none of the Respondents to the RFP;
 6. Accept the written proposal as an offer;
 7. Waive informalities and irregularities;
 8. Accept multiple proposals;
 9. Make multiple recommendations to the Board;
 10. Contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by SAWS.
- E. All responses and their contents will become the property of SAWS.
- F. SAWS will not reimburse Respondents or sub-contractors for any costs associated with any travel and/or per diem incurred in any presentations associated with the selection process.
- G. This RFP does not commit SAWS to enter into a Letter of Engagement, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a Letter of Engagement.

- H. Gift Policy – Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see the SAWS Gift Policy at the website address: http://www.saws.org/who_we_are/mission/giftpolicy.cfm
- I. To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.

Attachment I

2019 Rate Schedules (A-F)

SCHEDULE A RESIDENTIAL CLASS WATER AND SEWER RATE SCHEDULES SAN ANTONIO WATER SYSTEM

San Antonio, Texas

Effective for Consumption on or about January 1, 2019

Water service charges for all metered residential water connections **INSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. Sewer service charges for all metered residential water connections **INSIDE THE CITY LIMITS** shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to average monthly water usage for 90 days during three consecutive billing periods beginning after November 15 and ending on or about March 15 of each year and are billed according to the schedule below. Customers who do not have a record of winter water usage or an interim average will be billed for sewer service assuming 5,985 gallons monthly sewer usage. Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 5/8" meter size.

MONTHLY SERVICE AVAILABILITY CHARGES

MONTHLY VOLUME CHARGES

Meter Size	Water Service Availability Charge*		Sewer Service Availability Charge		Usage Gallon - Block Threshold	WATER		SEWER	
	Water Service Availability Charge*		Sewer Service Availability Charge			Rate Per 100 Gallons	Usage Gallon - Block Threshold	Rate Per 100 Gallons	
5/8"	\$ 12.82	\$	14.53	\$	2,992 Gallons	\$ 0.0740	1,496 Gallons	\$	-
3/4"	\$ 16.97	\$	15.97	\$	4,489 Gallons	\$ 0.1295	2,992 Gallons		\$0.3104
1"	\$ 25.22	\$	18.14	\$	5,985 Gallons	\$ 0.1665	Over 2,992 Gallons		\$0.4657
1-1/2"	\$ 45.85	\$	25.41	\$	7,481 Gallons	\$ 0.2034			
2"	\$ 70.58	\$	36.31	\$	10,473 Gallons	\$ 0.2405			
3"	\$ 128.34	\$	72.61	\$	14,962 Gallons	\$ 0.2775			
4"	\$ 210.83	\$	108.91	\$	20,199 Gallons	\$ 0.3329			
6"	\$ 417.07	\$	181.52	\$	Over 20,199	\$ 0.4809			
8"	\$ 664.55	\$	290.41	\$					
10"	\$ 953.27	\$	435.65	\$					
12"	\$ 1,778.20	\$	580.86	\$					

*Water Service Availability Charge shall be reduced by \$2.57 if usage does not exceed 2,992 gallons

Water service charges for all metered residential water connections **OUTSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. Sewer service charges for all metered residential water connections **OUTSIDE THE CITY LIMITS** shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to average monthly water usage for 90 days during three consecutive billing periods beginning after November 15 and ending on or about March 15 of each year and are billed according to the schedule below. Customers who do not have a record of winter water usage or an interim average will be billed for sewer service assuming 5,985 gallons monthly sewer usage. Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 5/8" meter size.

MONTHLY SERVICE AVAILABILITY CHARGES

MONTHLY VOLUME CHARGES

Meter Size	Water Service Availability Charge*		Sewer Service Availability Charge		Usage Gallon - Block Threshold	WATER		SEWER	
	Water Service Availability Charge*		Sewer Service Availability Charge			Rate Per 100 Gallons	Usage Gallon - Block Threshold	Rate Per 100 Gallons	
5/8"	\$ 16.67	\$	17.43	\$	2,992 Gallons	\$0.0962	1,496 Gallons	\$	-
3/4"	\$ 22.06	\$	19.18	\$	4,489 Gallons	0.1683	2,992 Gallons		\$0.3726
1"	\$ 32.79	\$	21.78	\$	5,985 Gallons	0.2165	Over 2,992 Gallons		\$0.5588
1-1/2"	\$ 59.61	\$	30.50	\$	7,481 Gallons	0.2645			
2"	\$ 91.75	\$	43.58	\$	10,473 Gallons	0.3125			
3"	\$ 166.84	\$	87.12	\$	14,962 Gallons	0.3607			
4"	\$ 274.06	\$	130.70	\$	20,199 Gallons	0.4328			
6"	\$ 542.18	\$	217.83	\$	Over 20,199	0.6253			
8"	\$ 863.89	\$	348.52	\$					
10"	\$ 1,239.24	\$	522.77	\$					
12"	\$ 2,311.67	\$	697.03	\$					

*Water Service Availability Charge shall be reduced by \$3.34 if usage does not exceed 2,992 gallons

SCHEDULE B
GENERAL CLASS WATER AND SEWER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM
San Antonio, Texas
Effective for Consumption on or about January 1, 2019

Water service charges for all metered General Class water connections **INSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. For a new general class water customer who does not have a record of prior-year consumption history in order to establish a base use, a default base amount shall be assigned using the average monthly consumption for the prior calendar year for the average apartment, general or industrial account (as applicable) having the same meter size and sub-classification as the customer. A table of average monthly consumptions by general class sub-classification and meter size shall be updated annually by SAWS with actual prior calendar year consumption history information to serve as the source of default base amount assignments. Sewer service charges for all metered General Class water connections **INSIDE THE CITY LIMITS** shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below. Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 2" meter size.

MONTHLY SERVICE AVAILABILITY CHARGES				MONTHLY VOLUME CHARGES				
Meter Size	Water Service		Sewer Service		WATER		SEWER	
	Availability Charge		Availability Charge		Rate Per 100 Gallons	Usage Gallon - Block Threshold	Rate Per 100 Gallons	
5/8"	\$	13.86	\$	14.53	Usage Blocks Base*	\$ 0.1810	1,496 Gallons	\$ -
3/4"	\$	19.79	\$	15.97	>100-125% of Base	\$ 0.2084	Over 1,496 Gallons	\$ 0.4159
1"	\$	31.66	\$	18.14	>125-175% of Base	\$ 0.2717		
1-1/2"	\$	61.29	\$	25.41	>175% of Base	\$ 0.3171		
2"	\$	96.79	\$	36.31				
3"	\$	179.74	\$	72.61	*The Base Use is defined as 100% of the Annual Average Consumption			
4"	\$	298.19	\$	108.91				
6"	\$	594.32	\$	181.52				
8"	\$	949.73	\$	290.41				
10"	\$	1,364.34	\$	435.65				
12"	\$	2,548.96	\$	580.86				

Water service charges for all metered General Class water connections **OUTSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. For a new general class water customer who does not have a record of prior-year consumption history in order to establish a base use, a default base amount shall be assigned using the average monthly consumption for the prior calendar year for the average apartment, general or industrial account (as applicable) having the same meter size and sub-classification as the customer. A table of average monthly consumptions by general class sub-classification and meter size shall be updated annually by SAWS with actual prior calendar year consumption history information to serve as the source of default base amount assignments. Sewer service charges for all metered General Class water connections **OUTSIDE THE CITY LIMITS** shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below. Customers with no San Antonio Water System water meter will be charged the Sewer Service Availability Charge based on a 2" meter size.

MONTHLY SERVICE AVAILABILITY CHARGES				MONTHLY VOLUME CHARGES				
Meter Size	Water Service		Sewer Service		WATER		SEWER	
	Availability Charge		Availability Charge		Rate Per 100 Gallons	Usage Gallon - Block Threshold	Rate Per 100 Gallons	
5/8"	\$	16.94	\$	17.43	Usage Blocks Base*	\$ 0.2354	1,496 Gallons	\$ -
3/4"	\$	24.12	\$	19.18	>100-125% of Base	\$ 0.2710	Over 1,496 Gallons	\$ 0.4992
1"	\$	38.45	\$	21.78	>125-175% of Base	\$ 0.3533		
1-1/2"	\$	74.27	\$	30.50	>175% of Base	\$ 0.4121		
2"	\$	117.20	\$	43.58				
3"	\$	217.47	\$	87.12	*The Base Use is defined as 100% of the Annual Average Consumption			
4"	\$	360.65	\$	130.70				
6"	\$	718.67	\$	217.83				
8"	\$	1,148.31	\$	348.52				
10"	\$	1,649.54	\$	522.77				
12"	\$	3,081.65	\$	697.03				

SCHEDULE C
WHOLESALE CLASS WATER AND SEWER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM

San Antonio, Texas

Effective for Consumption on or about January 1, 2019

Water service charges for all metered wholesale water connections shall be the sum of the appropriate Water Service Availability Charge and the application of the Water Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below. Sewer service charges for all metered wholesale water connections shall be the sum of the appropriate Sewer Service Availability Charge and the application of the Sewer Monthly Volume Charges to metered water usage and are billed according to the schedule below.

MONTHLY SERVICE AVAILABILITY CHARGES

<u>Meter Size</u> †	Water Service Availability Charge	Sewer Service Availability Charge
6"	\$ 538.85	\$ 340.07
8"	\$ 860.58	\$ 340.07
10"	\$ 1,235.91	\$ 340.07
12"	\$ 2,308.35	\$ 340.07

MONTHLY VOLUME CHARGES

	WATER	SEWER
Usage Gallon - Block Threshold	Rate Per 100 Gallons	Usage Gallon - Block Threshold
Base*	\$ 0.2099	All Usage
Over Base	\$ 0.6299	Rate Per 100 Gallons

*The Base Use is defined as 100% of the Annual Average Consumption or as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.

† Wholesale water service will not be provided through a meter smaller than 6" in order to comply with fire-flow requirements and the "Criteria for Water Supply and Distribution in the City of San Antonio and its Extraterritorial Jurisdiction."

**SCHEDULE D
IRRIGATION CLASS WATER AND SEWER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM**

San Antonio, Texas

Effective for Consumption on or about January 1, 2019

Water service charges for all irrigation water service **INSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Service Availability charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.

MONTHLY SERVICE AVAILABILITY CHARGE		MONTHLY VOLUME CHARGES	
Meter Size	Service Availability Charge	Usage Gallon - Block Threshold	Rate Per 100 Gallons
5/8"	\$ 13.86	8,229 Gallons	\$0.3292
3/4"	\$ 19.79	17,954 Gallons	0.4607
1"	\$ 31.66	162,316 Gallons	0.5925
1-1/2"	\$ 61.29	Over 162,316 Gallons	0.7570
2"	\$ 96.79		
3"	\$ 179.74		
4"	\$ 298.19		
6"	\$ 594.32		
8"	\$ 949.73		
10"	\$ 1,364.34		
12"	\$ 2,548.96		

Water service charges for all irrigation water service **OUTSIDE THE CITY LIMITS** of San Antonio shall be the sum of the appropriate Service Availability charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the schedule below.

MONTHLY SERVICE AVAILABILITY CHARGES		MONTHLY VOLUME CHARGES	
Meter Size	Service Availability Charge	Usage Gallon - Block Threshold	Rate Per 100 Gallons
5/8"	\$ 16.94	8,229 Gallons	\$0.4279
3/4"	\$ 24.12	17,954 Gallons	\$0.5991
1"	\$ 38.45	162,316 Gallons	\$0.7702
1-1/2"	\$ 74.27	Over 162,316 Gallons	\$0.9841
2"	\$ 117.20		
3"	\$ 217.47		
4"	\$ 360.65		
6"	\$ 718.67		
8"	\$ 1,148.31		
10"	\$ 1,649.54		
12"	\$ 3,081.65		

**SCHEDULE E
WATER SUPPLY FEE SCHEDULE
SAN ANTONIO WATER SYSTEM**

San Antonio, Texas

Effective for Consumption on or about January 1, 2019

The Water Supply Fee shall be assessed on all potable water service for water usages in every instance of service for each month or fraction thereof according to the schedule below.

Rate Class	Usage Gallon - Block Threshold	Fee to be Assessed <u>(per 100 gallons)</u>
Residential	2,992 Gallons	\$0.1040
	4,489 Gallons	\$0.1819
	5,985 Gallons	\$0.2338
	7,481 Gallons	\$0.2859
	10,473 Gallons	\$0.3379
	14,962 Gallons	\$0.3899
	20,199 Gallons	\$0.4678
	Over 20,199 Gallons	\$0.6756
General	Base*	\$0.1961
	125% of Base	\$0.2256
	175% of Base	\$0.2941
	Over 175% of Base	\$0.3433
Wholesale	Base**	\$0.2554
	Over Base	\$0.7665
Irrigation	8,229 Gallons	\$0.2566
	17,954 Gallons	\$0.3592
	162,316 Gallons	\$0.4619
	Over 162,316	\$0.5903

*The Base Use for the General Class is defined as 100% of the Annual Average Consumption

**The Base Use for the Wholesale Class is defined as 100% of the Annual Average Consumption or as agreed to by the wholesale customer and approved by the SAWS Board of Trustees.

**SCHEDULE F
RECYCLED WATER RATE SCHEDULES
SAN ANTONIO WATER SYSTEM
San Antonio, Texas**

Effective for Consumption on or about January 1, 2019

Water service charges for all recycled water service shall be the sum of the appropriate Service Availability Charge and the application of the Monthly Volume Charges to metered water usage in every instance of service for each month or fraction thereof and are billed according to the appropriate schedule below.

EDWARDS EXCHANGE CUSTOMERS

MONTHLY SERVICE AVAILABILITY CHARGES

MONTHLY VOLUME CHARGES

Meter Size	Service Availability Charge	Usage Blocks Transferred Amount	Rate Per 100 Gallons	
			Standard	Seasonal
5/8"	\$12.34		\$0.0325	\$0.0325
3/4"	16.05			
1"	20.92	All in excess of		
1-1/2"	33.24	transferred amount	0.1218	0.1294
2"	48.60			
3"	129.27			
4"	192.15			
6"	366.53			
8"	552.50			
10"	757.60			
12"	934.75			

The Volume Charge "Seasonal" Rate Per 100 Gallons shall be applied to all billings beginning on or about May 1 and ending after five complete billing months on or about September 30 of each year. At all other times the Volume Charge "Standard" Rate Per 100 Gallons shall be utilized.

NON EDWARDS EXCHANGE CUSTOMERS

MONTHLY SERVICE AVAILABILITY CHARGES

MONTHLY VOLUME CHARGES

Meter Size	Service Availability Charge	Usage Blocks	Rate Per 100 Gallons	
			Standard	Seasonal
5/8"	\$12.34	First 748,000	\$0.1303	\$0.1401
3/4"	16.05			
1"	20.92	Over 748,000	0.1332	0.1413
1-1/2"	33.24			
2"	48.60			
3"	129.27			
4"	192.15			
6"	366.53			
8"	552.50			
10"	757.60			
12"	934.75			

The Volume Charge "Seasonal" Rate Per 100 Gallons shall be applied to all billings beginning on or about May 1 and ending after five complete billing months on or about September 30 of each year. At all other times the Volume Charge "Standard" Rate Per 100 Gallons shall be utilized.

To access the SAWS Customer Center building:

From northbound U.S. 281:

Take the St. Mary's St. / Mulberry Ave. exit. Continue on the access road through two traffic lights, crossing St. Mary's and Mulberry.

After crossing Mulberry, the SAWS Administrative office is the second office building on the right. The parking lot and main entrance are located on the west side of the building.

From southbound U.S. 281:

Take the Mulberry Ave. / St. Mary's St. exit. Before crossing Mulberry take the turnaround under U.S. 281.

Traveling northbound on the access road, the SAWS Administrative office is the second office building on the right. Turn right into the final driveway before the access road crosses over U.S. 281. The parking lot and main entrance are located on the northside of the building.



SUBMITTAL RESPONSE CHECKLIST

Project Name: **Cost of Service and Rate Design Study RFP**

Firm Name: _____

Use the checklist to ensure that the proposal is complete by checking off each item included with your response. Sign and date this form and include this page with each proposal.

Included in a separately sealed envelope:

- Exhibit "B" – Good Faith Effort Plan
- Exhibit "D" – Compensation Proposal
- CD or USB

Included as part of the CD or USB, original, and all copies:

- Respondent Questionnaire
- Completed and signed W-9 Form, and include email address or fax number
- Project Approach and Quality Assurance/Control to include (but not limited to):
 - Work Plan
 - Sample Rate Model
- Project Team and Team Member Experience to include (but not limited to):
 - Organizational Chart
 - Resumes
 - 3 Similar Projects
- Compensation Proposal (to include Exhibit "D")
- Understanding of San Antonio Socio-Political Environment
- Copy of Current Certificate of Liability Insurance
- Exhibit "C" – Conflict of Interest Questionnaire

I certify that the proposal submitted includes the items as indicated above.

Signature

Date

Printed Name

Title



RESPONDENT QUESTIONNAIRE

PROJECT NAME: Cost of Service and Rate Design Study RFP

Instructions: The Respondent Questionnaire is a required questionnaire. Complete the questionnaire by inserting the requested information. Do not modify or delete the questions.

GENERAL INFORMATION

- Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

- Operational Contact Information:** List the one person who SAWS may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- Legal Contact Information:** If a contract were to be awarded, list where all notices under the Contract shall be sent to. This is in addition to the Operational Contact.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- Identify the principal contact person authorized to commit the Respondent to a contractual agreement.

5. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

6. Is Respondent authorized and/or licensed to do business in Texas?

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

7. **Affirmative Action** - Respondent agrees to adhere to the EEO requirements contained in the RFP section V, subsection B.,1.

Yes No If "No", state reason.

8. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

11. **Litigation Disclosure:** Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required in the Litigation Disclosure questions may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

a. Have you or any member of your Firm or Team to be assigned to this project ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

b. Have you or any member of your Firm or Team to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the San Antonio Water System or any other Federal, State or Local Government, or Private Entity?

Yes No

c. Have you or any member of your Firm or Team to be assigned to this project been involved in any claim or litigation with the San Antonio Water System or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

12. Compliance Agreement:

Nondisclosure. No information obtained by Respondent from SAWS shall be disclosed by Respondent to any third party. In the event Respondent is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Respondent, Respondent shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Respondent.

No Lobbying and Compliance with Law. During the selection process for the project named in this RFP, Respondent agrees to comply with all applicable laws and regulations, including but not limited to restrictions against direct or indirect lobbying of public officials. Respondent agrees not to make or permit to be made any improper payments, or to perform any unlawful acts.

This agreement shall be construed to be enforceable to the maximum extent permitted by law.

Failure to complete this question or comply with its terms may subject this firm to elimination from the selection process at any time.

Does the Respondent agree to the above?

Yes No

13. Security Procedures: Respondent acknowledges having read the security procedures in Exhibit "D" and understands the requirements. 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.

Yes No

14. No Boycotting Israel Verification: Respondent acknowledges having read the No Boycotting Israel Verification Exhibit "G" and understands the requirements. Respondent can and will make this verification if awarded a contract.

Yes No

15. Pre-Submittal Conference: Respondent acknowledges that key personnel who, if selected, would be part of performing the Scope of Services, as outlined in this solicitation attended and/or heard the recording for the Pre-Submittal Conference.

Yes No

16. Contract Terms and Conditions: Respondent acknowledges having read the contract attached to this RFP. By responding to this RFP/RFQ, Respondent agrees to these terms and conditions.

No Exceptions Exceptions

If "Exceptions", they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying this questionnaire.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

17. **Addendums:** Each Respondent is required to acknowledge receipt of all addendums.

None Yes If "Yes", Identify.

The information provided above is true and accurate to the best of my knowledge. Furthermore, we understand that failure to complete the Respondent Questionnaire may subject this firm to elimination from the selection process.

Signature

Date

Printed Name

Title

Exhibit "A"
SAWS STANDARD INSURANCE
& CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

1. Commercial Insurance Specifications ("Specifications"):

a. Commencing on the date of this Contract, the CONSULTANT 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-consultant, 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 CONSULTANT, 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 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 the standard Workers' Compensation insurance policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The **EL** 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 CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, 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;
- 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** for both ongoing and completed operations; 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 CONSULTANT, 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) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 in the aggregate **and**, if this line of coverage is written on a "Claims Made" form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

NOTE - For Professional Liability, include in writing on the **Certificate of Liability Insurance** ("Certificate") the coverage form under which the respective line of coverage is written – either:

- **Claims-made form**; if the coverage form declared on the Certificate is the Claims-made form, the "**Retroactive-date**" for this line of coverage must also be included on the Certificate as well; **or**

Occurrence basis – no additional wording required.

- b. CONSULTANT shall require all Sub-consultants to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Sub-consultants' Certificates of Liability Insurance upon request by SAWS.
- c. CONSULTANT 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. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONSULTANT 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 CONSULTANT'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 CONSULTANT's liability.
- g. These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits.

- h. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
- i. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of 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 cancellation or non-renewal of any required line of insurance coverage, the CONSULTANT shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.
- k. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- l. In addition to any other remedies, SAWS may have, upon the CONSULTANT'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 CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the Specifications hereof.
- m. Nothing herein contained shall be construed as limiting, in any way, the extent to which the CONSULTANT may be held responsible for payments for damages to persons or property resulting from the CONSULTANT 's or its sub-consultant's performance of the services covered under this Contract.
- n. It is agreed that the CONSULTANT'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. CONSULTANT 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 except for the Professional Liability line of insurance coverage.

SAWS will accept worker's compensation insurance 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 Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful CONSULTANT pursuant to a Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company's Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a **Certificate(s) of Liability Insurance** ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.5) 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 Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the Insurance Specifications contained herein by SAWS' Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- f. **Additional Insured:**

SAWS requires that the Automobile Liability ("AL") and the Commercial General Liability ("CGL") policies must be endorsed naming Certificate Holder (as per item 2. i. below) as an **Additional Insured** and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL and CGL policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder only when there is a written contract between the named Insured and the Certificate Holder that requires such status.

OR use,

The AL and CGL policies are endorsed naming the Certificate Holder as an **Additional Insured**.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL and CGL Additional Insured endorsement documents or the policy wording from both the AL and CGL policies.

- g. **Waiver of Subrogation:**

SAWS requires that the AL, CGL and Workers' Compensation/Employer's Liability ("WC/EL") policies must be endorsed with the **Waiver of Subrogation** in favor of Certificate Holder (as per item 2. i. below) and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL, CGL and WC/EL policies include a blanket, automatic **Waiver of Subrogation** endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder that requires such status.

OR use,

The AL, CGL and WC/EL policies are endorsed with the **Waiver of Subrogation** in favor of the Certificate Holder.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL, CGL and WC/EL Waiver of Subrogation endorsements documents or the policy wording from each of the AL, CGL and WC/EL policies.

- h. The SAWS Project/Contract number(s) along with its Descriptor Caption **must be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- i. **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 forms and formatted as follows:

San Antonio Water System
c/o Ebix BPO
PO Box 100085-ZD
Ref. # [Lawson Number]-[Contract Number]
Duluth, GA 30096

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONSULTANT pending final Board approval.*

- j. **Distribution of Completed Certificates** - Completed **Certificates** shall be distributed by the Consultant as follows:

1) Send Original:

- a) By **E-Mail**: saws@ebix.com
- b) By **Fax**: 1-770-325-6502
- c) To Upload Online: <https://www.ebix.com> (preferred method)

2) Send Copy to the following:

San Antonio Water System
Attention: Contract Administration
P.O. Box 2449
San Antonio, TX 78298-2449

- k. CONSULTANT shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

3. **SURVIVAL**

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



EXHIBIT "B"

Good Faith Effort Plan for Professional Services SUB-CONSULTING for:

NOTE: Effective 1/1/17, SMWB points shall only be assessed for consultants and/or sub-consultants who are local and certified by the South Central Texas Regional Certification Agency as SBEs. MBEs and WBEs must (also) have SBE certification).

NAME OF PROJECT: Cost of Service and Rate Design Study

SECTION A - PRIME CONSULTANT 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 SMWVB?** _____

If "Yes", Certification Agency that granted SMWVB designation: _____

Type/s of Certification: _____ **SBE:** _____ **MBE:** _____ **VBE:** _____ **WBE:** _____

Prime Consultant's Percentage of Participation: (Ex: 100% is the total value of the contract) _____%

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

	Legal Name of Sub-consultant/Supplier (including "doing business as", if applicable).	Address of Office Location to Perform Project Work or Provide Supplies:	Scope of Work/Supplies to be Performed/Provided by Firm:	Estimated Percentage of Participation on this Project:	Certification Type & Certification Agency:
1					
2					

3					
4					
5					

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is **40%**

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

The proposer is committed to a minimum of 40 % SMWB utilization on this contract.

The proposer, (if unable to meet the SMWVB goal of 40%), is committed to a minimum of % SMWB utilization on this contract.

(If contractor is unable to meet the goal, please fill out Section C and 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: _____

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. On a separate sheet of paper, list and attach to this Good Faith Effort Plan written, posted, or published notification to all firms you contacted with sub-consulting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, sub-consultant, or supplier. Notices to firms contacted by the proposer for specific scopes of work identified for sub-consulting/supply opportunities must be provided to sub-consultant/supplier ***not less than five (5) business days prior to proposal due date***. This information is required for all firms that were contacted of sub-consulting/supply opportunities.

Copies of said notices must be provided to the SMWB Program Manager at the time the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-submittal conference scheduled for this project? Yes No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to

solicit SMWB sub-consultants/suppliers:

4. Discuss efforts made to identify elements of the work to be performed by SMWBs in order to increase the likelihood of achieving the goal:
-
-

5. Indicate advertisement mediums used for soliciting 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 SAWS Contracting Department. For questions and/or clarifications, please contact Marisol V.

Robles, SMWVB Program Manager, at 210-233-3420 or marisol.robles@saws.org.

DEFINITIONS

Note: To be eligible for participation in the SAWS Small, Minority, Woman, and Veteran-owned Business Program, a firm must have an established place of business in the San Antonio Metropolitan Statistical Area, and must be certified as a Small Business Enterprise (SBE). This includes firms certified as Minority and/or Woman-owned Business Enterprises (MBEs and WBEs). SAWS tracks Veteran-owned Business Enterprises (VBEs) for statistical purposes, but does not award points for VBE participation.

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 San Antonio Metropolitan Statistical Area (SAMSA) , which includes the counties of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde and Wilson. A business's presence in the SAMSA that consists solely of a P.O. box, a mail drop, or a telephone message center does not count as being local.

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

Sub-consultants/contractor: Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

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 a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

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.

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:

- a. **African American** – Persons having origins in any of the black racial groups of Africa.
- 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.

San Antonio Metropolitan Statistical Area (SAMSA). Also known as the Relevant Marketplace, the geographic market area from which the prior Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde and Wilson).

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.

Veteran-Owned Business Enterprise (VBE): A business structure that is certified by the South Central Texas Regional Certification Agency, and is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.

Web Submittal of Sub-consultant/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 subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. This information will be utilized for subcontractor participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of 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 also be accessed through the following internet address:
<https://saws.smwbe.com/>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit "D"
Compensation Proposal Form

Provide a Total (firm-fixed price) Fee. This is to be inclusive of all tasks, travel expenses, staff hours, overhead, and task expenses.

Respondent's Total Fee: \$_____

Exhibit “E”

SECURITY PROCEDURES

If work will be conducted on SAWS property, on a SAWS customer’s property, involve any SAWS networks or any SAWS facility the Consultant 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 and is on file with SAWS Security prior to work commencement. Any person found to have an unacceptable background check will not be allowed to perform work under this Agreement (A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Director of SAWS Security). Sub- Consultants performing work must be listed on the PCDF and the Background Screening Letter. Consultant shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Consultant shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Consultant 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. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Consultant shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Consultant, its employees, and agents shall obtain a SAWS photo identification badge (Consultant's Badge) and parking tag, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). 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, Consultant shall return all badges and parking tags to the Security Office. In the event Consultant 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 Consultant the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Consultant 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 Consultant at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a “clean” Background Screening Letter, signed by an authorized representative of Consultant are approved by SAWS Security.

Sub-Consultants must always be under escort of the Consultant while performing work on any SAWS property. Sub- Consultants must display either a company photo badge, with name, or a valid driver’s license at all times while working on any SAWS property. Consultant is solely responsible for the actions of its employees, agents, Sub-Consultants and Consultants.

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

Advance coordination by Consultant with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Consultant 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
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

Exhibit “F”
SAMPLE CONTRACT

SAN ANTONIO WATER SYSTEM
CONSULTING AGREEMENT

AGREEMENT FOR

Cost of Service and Rate Design Study
(the “Project”)

Contract No. _____

THIS IS A CONSULTING AGREEMENT (this “Agreement”) by and between

CONSULTANT
ADDRESS

(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. Consulting.

(a) Consulting and Advisory Services. During the term of this Agreement, the Consultant will provide consulting and advisory 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 advisory and consulting 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 written 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 or any of its sub-consultants 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, 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, , c/o Ebix BPO, P.O. Box 100085-ZD, Duluth, GA 30096.

(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 sub-consultant agreements in which the Consultant has a contractual relationship for the services to be performed under the Agreement. All sub-consultants 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 sub-consultant 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, disability, genetic information or political belief or affiliation.

(k) Sub-consultantss. The Consultant acknowledges that the SAWS Board of Trustees has adopted a Small, Minority, Woman, and Veteran-owned Business (SMWVB) Policy to establish and oversee a program that will support the inclusion of local small, minority, woman, and veteran-owned businesses (SMWVB). It is the policy of SAWS that it will ensure that local small, minority, woman, and veteran-owned businesses have an equal opportunity to compete for, receive and participate in SAWS 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 maintain compliance with at least the minimum percentage of participation for SMWBs set out in Consultant's proposal to the Water System. Consultant shall be required to electronically report the actual payments to all subcontractors, whether SMWVB or non-SMWVB, using 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). After Consultant receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor, whether SMWB or non-SMWVB, listed on the Contractor's Good Faith Effort Plan. Data entry is required even if the actual payment amount is zero dollars and zero cents (\$0.00). This information will be used for subcontractor utilization tracking purposes. Any unjustified failure to comply with the committed SMWVB levels may be considered breach of contract.

Electronic submittal of subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. Consultant and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may also be accessed through the following internet address: <https://saws.smwbe.com>.

Respondents and/or their agents may contact the SMWVB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, Woman, and Veteran-owned Business (SMWVB) Program, and S.P.U.R. System reporting.

By entering into this Contract, the Water System approves the use of subcontractors and sub-consultants identified in Exhibit F (attached).

(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 sub-consultant 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.

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.

(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) Winding Up. 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.

(a) Notices. Any notice, communication or request under this Agreement to any of the parties shall be in writing and shall be effectively delivered if delivered personally or sent by overnight courier service (with all fees prepaid), or by facsimile as follows:

If to Water System: San Antonio Water System
Contract Administration
2800 US Hwy 281 North
San Antonio, Texas 78212
Attn: Project Manager
Email: _____

With copy to: San Antonio Water System
2800 U.S. Hwy. 281 North
San Antonio, Texas 78212
Attn: Vice President & General Counsel
Email: Nancy.Belinsky@saws.org

If to Consultant: Consultant
Address
City, State, Zip
Attn:
Email: _____

Any such notice, request, demand or other communication shall be deemed to be given if delivered in person, on the date delivered, if made by facsimile, on the date transmitted, or, if sent by overnight courier service, on the date sent as evidenced by the date of the bill of lading; and shall be deemed received if delivered in person, on the date of personal delivery, if made by facsimile, upon confirmation of receipt (including electronic confirmation), or if sent by overnight courier service, on the first business day after the date sent.

(b) Interest in Water System Agreements Prohibited. No officer or employee of the City shall have a financial interest, direct or indirect, in any Agreement with the Water System, or shall be financially interested, directly or indirectly, in the sale to the Water System of any land, materials, supplies or service, except on behalf of the City or Water System as an officer or employee. Any violation of this Section, with the knowledge, expressed or implied, of Consultant contracting with Water System shall

render this Agreement voidable by the Board of Trustees or the President/Chief Executive Officer of the Water System.

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

(c) Gift Policy. 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.

(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, F, G, and H 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.

(l) Authority The individuals executing this Contract each represent and warrant to the other party that he/she has full authority to execute this Contract on behalf of his/her respective party.

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: _____
Philip C. Campos, Jr., CPA
Director – Contracting

Date

CONSULTANT:

Consultant

By: _____
Signature

Title

Date

LIST OF EXHIBITS:

- Exhibit A: Compensation for Consulting Agreement
- Exhibit B: Scope of Services
- Exhibit C: Standard Insurance Specifications
- Exhibit D: Term and Timeframe for Deliverables
- Exhibit E: Security Procedures
- Exhibit F: List of Sub-Consultants
- Exhibit G: No Boycotting Israel Verification
- Exhibit H: Consultant Reimbursable Policy

**EXHIBIT A
 COMPENSATION FOR CONSULTING AGREEMENT
 LUMP SUM PAYMENT METHOD**

Section 1 - Basis of Compensation

- 1.1 The total of all fees, costs and expenses (the "Total Fee") for all services defined by this contract in Exhibit B is to be a lump sum amount of \$.00 - dollars and no cents and it is agreed and understood that this amount, when earned, will constitute full compensation to the Consultant. This amount has been approved and appropriated by the San Antonio Water System for expenditure under this agreement.
- 1.2 This Total Fee is the sum of the phases as provided for by the Tasks and Not to Exceed Travel amount detailed in the following schedule of values:

<u>TASK</u>	<u>HOURS</u>	<u>COST</u>
1.0 The Final Report		\$
2.0 Determination of Revenue Requirements		\$
3.0 Determination of Revenues Realizable at Currently Effective Rates		\$
4.0 Functionalization, Classification and Allocation of Revenue Requirements		\$
5.0 Rate Design and Customer Classification		\$
6.0 Specific Issues for Analysis		\$
7.0 Reports & Deliverables		\$
8.0 SAWS Education		\$
9.0 Presentations		\$
	TOTAL SERVICES	\$
Travel – Not to exceed amount of		\$

- 1.3 For the purpose of establishing costs to the Water System for any additional services payable on an hourly rate basis authorized in writing by the Water System, the following Hourly Billing Rate Table of the fees shall apply:

Hourly Billing Rate Table

<u>DISCIPLINE</u>	<u>HOURLY RATE</u>
Discipline A	\$
Discipline B	\$
Discipline C	\$

Section 2 - Changes

The Consultant and the Water System acknowledge the fact that the Total Fee contained in paragraph 1.1 above has been established on the scope of work outlined in Exhibit B. For additional services or if the Scope of Services are changed materially, compensation may be re-negotiated.

Section 3 - Method of Payments

Payment shall be made to the Consultant when earned and upon the successful completion and acceptance of the work by SAWS and in accordance with the schedule of values in Section 1.2 above.

Section 4 -Reimbursable Expenses

There are no reimbursable expenses allowed under this contract. All expenses are included in the fee set forth in section 1 above.

OR

- 4.1 Reimbursable expenses related to travel are not to exceed the amount of \$.00 – dollars and no cents and must comply with the Consultant Reimbursable Policy in Exhibit H attached to Contract. Such expenses are included in the not to exceed Total Fee amount.
- 4.2 No other reimbursable expenses will be allowed under this contract.

Section 5 - Payment for Services

- 5.1 No initial payment shall be paid to the Consultant prior to rendering services.
- 5.2 Invoices shall be submitted separately for each individual project assignment on a monthly basis to the Project Manager identified in Section 3.a.
- 5.3 For all services rendered, payment by the Water System is due within thirty (30) days after receipt of invoice. If payment of the amounts due, or any portion thereof, is not made as described above, interest on the unpaid balance thereof will accrue at the lesser rate of 6 percent per annum (0.5 percent per month) or the maximum lawful rate under Section 271.005 (c) of the Texas Local Government Code until such payment is made, unless delay in payment is due to improper invoicing procedures followed by the Consultant.
- 5.4 For all services rendered, Consultant's payment to sub-consultant is due within ten calendar days after receipt of payment from the Water System.
- 5.5 For services that are to be compensated on an hourly rate basis, the Consultant's invoice shall show the name of all Consultant, employees, titles, charging time to the project, the amount of time billed, the hourly rates, and the activity or activities performed by all Consultants and employees. Payroll time sheets shall be provided on request of the Water System.

Section 6 - Payment for Additional Services

Payments for Consultant's additional services shall show the same information required in subparagraphs 5.2 through 5.5 dependent upon the type of compensation and other evidence of expenses.

Section 7 - Payments Withheld

The Water System may withhold, amend, or reject any request for payment by the Consultant under conditions that include those described below:

- 7.1 Consultant's failure to provide adequate documentation for reimbursable expenses.
- 7.2 Consultant's failure to invoice as required in subparagraphs 5.2 through 5.5.
- 7.3 Errors or mistakes in the Consultant's invoice and/or defects, errors and omissions in the documents prepared by the Consultant/Contractor or Consultant's sub-consultants which are the basis for the payment request.
- 7.4 Water System's receipt of evidence that the Consultant's sub-consultants have not been duly paid for their services in connection with this project subsequent to the Water System having disbursed compensation to the Consultant in consideration of and stemming from the efforts extended by the sub-consultant.

7.5 Failure of the Consultant to render any service as stipulated by this Agreement.

If any of these conditions exist, then interest charges will not be applicable. The Water System shall provide the Consultant with written notice of its intention to withhold, amend, or reject any request for payment by the Consultant. Upon written request by the Consultant to the Water System made within ten (10) days after the date of notice sent by the Water System, representatives of the Water System will meet with representatives of the Consultant at a mutually agreed time to discuss the circumstances surrounding the determination to withhold, amend, or reject any request for payment by the Consultant.

**EXHIBIT B
SCOPE OF SERVICE**

EXHIBIT C
SAWS STANDARD INSURANCE SPECIFICATIONS

1. Commercial Insurance Specifications (“Specifications”):

a. Commencing on the date of this Contract, the CONSULTANT 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-consultant, 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 CONSULTANT, 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 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 the standard Workers' Compensation insurance policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The **EL** 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 CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, 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;
- 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** for both ongoing and completed operations; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 5) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONSULTANT, 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.
- 6) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 in the aggregate **and**, if this line of coverage is written on a "Claims Made" form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

NOTE - For Professional Liability, include in writing on the **Certificate of Liability Insurance** ("Certificate") the coverage form under which the respective line of coverage is written – either:

- **Claims-made form**; if the coverage form declared on the Certificate is the Claims-made form, the "**Retroactive-date**" for this line of coverage must also be included on the Certificate as well; **or**

Occurrence basis – no additional wording required.

- q. CONSULTANT shall require all Sub-consultants to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Sub-consultants' Certificates of Liability Insurance upon request by SAWS.
- r. CONSULTANT 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.
- s. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- t. CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- u. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONSULTANT'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 CONSULTANT's liability.
- v. These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella form) or excess (Other

Than Umbrella form) limits.

- w. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
- x. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- y. Within five (5) calendar days of cancellation or non-renewal of any required line of insurance coverage, the CONSULTANT shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.
- z. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- aa. In addition to any other remedies, SAWS may have, upon the CONSULTANT'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 CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the Specifications hereof.
- bb. Nothing herein contained shall be construed as limiting, in any way, the extent to which the CONSULTANT may be held responsible for payments for damages to persons or property resulting from the CONSULTANT 's or its sub-consultant's performance of the services covered under this Contract.
- cc. It is agreed that the CONSULTANT'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.
- dd. CONSULTANT 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 except for the Professional Liability line of insurance coverage.

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

- ee. 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 Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful CONSULTANT pursuant to a Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company's Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a **Certificate(s) of Liability Insurance** ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.5) 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 Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the Insurance Specifications contained herein by SAWS' Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- f. **Additional Insured:**

SAWS requires that the Automobile Liability ("AL") and the Commercial General Liability ("CGL") policies must be endorsed naming Certificate Holder (as per item 2. i. below) as an **Additional Insured** and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL and CGL policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder only when there is a written contract between the named Insured and the Certificate Holder that requires such status.

OR use,

The AL and CGL policies are endorsed naming the Certificate Holder as an **Additional Insured**.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL and CGL Additional Insured endorsement documents or the policy wording from both the AL and CGL policies.

- g. **Waiver of Subrogation:**

SAWS requires that the AL, CGL and Workers' Compensation/Employer's Liability ("WC/EL") policies must be endorsed with the **Waiver of Subrogation** in favor of Certificate Holder (as per item 2. i. below) and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL, CGL and WC/EL policies include a blanket, automatic **Waiver of Subrogation** endorsement that

provides this feature only when there is a written contract between the named Insured, the Certificate Holder that requires such status.

OR use,

The AL, CGL and WC/EL policies are endorsed with the **Waiver of Subrogation** in favor of the Certificate Holder.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL, CGL and WC/EL Waiver of Subrogation endorsements documents or the policy wording from each of the AL, CGL and WC/EL policies.

- h. The SAWS Project/Contract number(s) along with its Descriptor Caption **must be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- i. **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 forms and formatted as follows:

San Antonio Water System
c/o Ebix BPO
PO Box 100085-ZD
Ref. # [Lawson Number]-[Contract Number]
Duluth, GA 30096

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONSULTANT pending final Board approval.*

- j. **Distribution of Completed Certificates** - Completed **Certificates** shall be distributed by the Consultant as follows:

1) Send Original:

- a) By **E-Mail**: saws@ebix.com
- b) By **Fax**: 1-770-325-6502
- c) To Upload Online: <https://www.ebix.com> (preferred method)

2) Send Copy to the following:

San Antonio Water System
Attention: Contract Administration
P.O. Box 2449
San Antonio, TX 78298-2449

- k. CONSULTANT shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

4. **SURVIVAL**

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

EXHIBIT D
TIME FRAME FOR DELIVERABLES

- I. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF CONSULTANT'S DUTIES UNDER THIS CONTRACT. The Term of this Agreement shall commence on the ___ day of _____, 2019 and automatically expire on ___ day of _____, _____.

EXHIBIT E SECURITY PROCEDURES

If work will be conducted on SAWS property, on a SAWS customer's property, involve any SAWS networks or any SAWS facility the Consultant 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 and is on file with SAWS Security prior to work commencement. Any person found to have an unacceptable background check will not be allowed to perform work under this Agreement (A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Director of SAWS Security). Sub- Consultants performing work must be listed on the PCDF and the Background Screening Letter. Consultant shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Consultant shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Consultant 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. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Consultant shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Consultant, its employees, and agents shall obtain a SAWS photo identification badge (Consultant's Badge) and parking tag, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). 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, Consultant shall return all badges and parking tags to the Security Office. In the event Consultant 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 Consultant the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Consultant 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 Consultant at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a "clean" Background Screening Letter, signed by an authorized representative of Consultant are approved by SAWS Security.

Sub-Consultants must always be under escort of the Consultant while performing work on any SAWS property. Sub- Consultants must display either a company photo badge, with name, or a valid driver's license at all times while working on any SAWS property. Consultant is solely responsible for the actions of its employees, agents, Sub-Consultants and Consultants.

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

Advance coordination by Consultant with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Consultant 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
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

**EXHIBIT F
LIST OF SUB-CONSULTANTS**

EXHIBIT G
NO BOYCOTTING ISRAEL VERIFICATION

Consultant agrees that it does not boycott Israel and will not do so during the term of this Contract. This provision is in compliance with §2270.001 of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.

**EXHIBIT H
CONSULTANT REIMBURSABLE POLICY**

**Consultant
Reimbursable Expense Policy**



San Antonio Water System

Consultant & Contractor Reimbursable Expense Policy

1. GENERAL

1. Introduction

The Reimbursable Expense Policy should be used as a basis for submitting expenses relating to any Consultant and/or Contractor Agreement for the San Antonio Water System (SAWS). This policy also pertains to all reimbursable expenses by sub-consultants/contractors on any SAWS project.

2. Policy

Official reimbursable expenses shall be properly authorized, processed, conducted, reported, and reimbursed in accordance to this Policy. Consultants/Contractors are expected to exercise good judgment in the type and amount of expense incurred.

The Consultant/Contractor is responsible for becoming familiar with and adhering to the Policy as applicable for each reimbursable expense submitted.

For travel expenses, Consultants/Contractors are expected to plan in advance of the departure date to obtain lowest cost fares, rates and accommodations. In addition, Consultant/Contractors are encouraged to use all practical means, including internet discounters, to obtain the lowest cost fares, rates, and accommodations.

3. Definitions

The following definitions apply to this Policy:

Domestic Travel – Travel between business points within the continental United States (CONUS).

Actual and Reasonable Expenses – The specific, itemized expenses incurred, based on original receipts up to the amount judged by the SAWS Contracting Director to justifiable under the circumstances.

Official Travel Time – For computing per diem allowances, official travel starts at the day (time) the consultant leaves their home, office, or other authorized point and ends on the day (time) the consultant returns home, to the office, or other authorized point.

1. **GENERAL** *continued*

3. **Definitions** *continued*

Travel Expenses – Includes meals, lodging, transportation and incidental expenses for less than 30 consecutive days.

Extended Travel Expenses - Includes meals, lodging, transportation and incidental expenses for 30 or more consecutive days.

Reimbursable expenses – those official expenses directly related to a project or assignment related to an executed contract or agreement.

4. **Reimbursements**

Expenses incurred by the Consultant/Contractor performed outside the scope of the Consultant/Contractor Agreement will be denied. This includes, but is not limited to, expenses incurred:

- Prior to the execution of the Agreement;
- After the expiration of the Agreement;
- At a location not included in the Agreement;
- At a cost in excess of those costs allowed within the Agreement and/or within this Policy.
- In connection with other agreements the Consultant/Contractor has with other clients.

Only those expenses which are ordinary and necessary, and within the allowable budget, to accomplish the official business purpose are eligible for reimbursement.

Entertainment expenses, including alcohol, are not reimbursable.

Consultants/Contractors will be responsible for all unapproved travel and related expenses.

5. **Interrupted Itinerary**

If official business travel is interrupted for personal convenience, any resulting expense shall be borne by the Consultant/Contractor.

2. **Transportation Expenses**

1. **Guideline**

Consultants must utilize the most economical mode of transportation and the most usually traveled route consistent with the business purpose of the trip.

2. **Air Travel**

Lowest Available Airfare

Airfare reimbursement shall not exceed the lowest practical, available cost of competing airfare. When all considerations are equal (e.g. travel time dates, times, destination, and work impacted by travel), the consultant must choose the lowest fare available at that time, regardless of personal preferences for air carrier.

Use of Business or First Class

No reimbursement will be made for Business or First Class travel without advance written approval from the SAWS Contracting Director (or designee). (Note: Business or First Class accommodations obtained through use of frequent flyer programs or at Consultant's expense will not require advance approval. However, Consultant must be able to the lowest available price of Coach accommodations in order to be reimbursed from that portion of the expense.)

First Class travel may be approved under the following circumstances:

- Required to accommodate a disability or special medical need (requires proof from a medical doctor);
- No other class of service (coach or business) is available within 24 hours of the proposed departure or arrival time.

Business Class travel may be approved under the following circumstances:

- No other class of service is provided on regularly scheduled flights between origin and destination.
- Required to accommodate a disability or special medical need.
- An overall savings (subsistence costs, overtime, lost productivity time) compared to waiting for coach class.

Extended Travel to Save Costs

The additional expenses associated with travel that includes an extended stay (e.g. Saturday night stay) may be reimbursed when the overall savings is at least \$150 compared to the cost if the Consultant had not extended the trip.

The additional expenses that must be considered for the extended stay savings include but not limited to are, additional cost of lodging, rental car, meals and parking.

2. **Transportation Expenses** *continued*

3. **Travel by Private Automobile**

Reimbursement for Travel by Private Automobile

When a private automobile is used due to business necessity, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Consultant. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs, cleaning, detailing, tires, gasoline, or other automobile expense items are not reimbursed for privately owned automobiles.

When two or more persons share a privately owned automobile, only the driver may claim the reimbursement for mileage. Two or more persons traveling to the same destination, for the same purpose, and same or approximately the same time span on the same days or days shall be expected to share a privately owned automobile whenever possible.

Charges for parking and toll roads are allowed; however receipts must be provided.

Reimbursement for Travel by Private Automobile in Lieu of Air Travel

When a private automobile is used instead of available air travel for the personal convenience of the Consultant, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Consultant would have paid had the Consultant traveled by air.

Reimbursement for Travel To or From a Common Carrier Terminal

When a Consultant drives a privately owned automobile to or from a common carrier terminal, the mileage and tolls for one round trip, plus parking for the duration of the trip may be claimed for reimbursement. Documented miles driven and receipts must be provided. Consultant is expected to use the lowest, reasonable cost parking option available.

4. **Rental Vehicles**

Rental cars may be used for transportation to or from a common carrier terminal. Rental cars may also be used upon arrival at the official business destination when the use of public transportation or other transportation such as taxis is not practical when cost, number of miles to be traveled and other factors are taken into consideration. Only commercial agencies may be used. Consultants are strongly encouraged to request the lowest available rate when making rental car reservations.

2. **Transportation Expenses** *continued*

Rental Vehicles *continued*

Reimbursement

Reimbursement is limited to standard sedans or a vehicle commensurate with the requirements of the trip. The cost of the rental car and gasoline will be reimbursed. Documented miles driven and receipts are must be provided.

The car must be turned in promptly. Daily charges, outside Official Travel Time, will not be reimbursed.

Insurance

The Consultant assumes all risks and expenses associated with obtaining insurance deemed necessary when using a rental car. Car rental insurance, including collision damage waivers, is not reimbursable.

5. **Ground Transportation**

The following guidelines apply to ground transportation to or from a common carrier terminal at the business point.

Taxis

The cost of the taxi ride plus gratuity will be reimbursed. Receipts must be provided.

Airport Shuttle Service

The cost of the airport shuttle ride plus gratuity will be reimbursed. Receipts must be provided.

Local Buses and Subways

Local bus and subway fares are reimbursable; however, receipts are not required.

3. **Living Expenses**

1. **Lodging**

Lodging expenses for travel within the Continental United States (CONUS) are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates. Lodging taxes, although not included in the GSA per diem rate for lodging, are additionally reimbursable. Consultants are strongly encouraged to request the lowest available rate when making the lodging reservations.

3. Living Expenses *continued*

Lodging *continued*

Hotel bills should show the hotel name and locations, dates room was occupied and the rate per day. Other items appearing on the hotel bill should be identified as to the business reason for the charges.

Consultant will not be reimbursed for the following expenses appearing on the hotel bill:

- Alcohol (alone or part of meal)
- Entertainment
- Personal services in general
- Laundry/Dry cleaning if travel is less than five days

When accommodations are shared with other than an official Consultant, reimbursement is limited to the cost that would have been incurred had the Consultant been traveling alone.

2. Non-Commercial Lodging

Consultants lodging in non-commercial facilities such as house trailers or field camping are reimbursed actual expenses up to the maximum applicable GSA lodging rate. No reimbursement for housing as a guest in a private home.

3. Meals Expense

Meals expense for travel within the Continental United States (CONUS) are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

Meals expense for the first and last day of travel are reimbursed at the lower of actual costs or the pro-rated GSA per diem rate listed below:

Beginning of "Official Travel Time" Date of Departure		Ending of "Official Travel Time" Date of Departure	
Prior to 11:00 am	100% per diem	Prior to 11:00 am	33% per diem
11:01 am to 5:00 pm	66% per diem	11:01 am to 5:00 pm	66% per diem
After 5:00 pm	33% per diem	After 5:00 pm	100% per diem

For travel of more than 12 hours but less than 24 hours; meals are reimbursed at the pro-rated GSA per diem rates defined above.

Daily expenses incurred within the vicinity of the Consultant's primary work site shall not be reimbursed.

4. Incidental Expenses

Payments for tolls, parking charges, cab fares can be reimbursed with proper documentation. Reasonable laundry and dry cleaning expenses will be allowed if travel is

3. **Living Expenses** *continued*

Incidental Expenses *continued*

over a period of 5 consecutive days. Additionally, reasonable gratuities shall be reimbursed.

Expenses for entertainment and personal convenience items such as alcohol, in-room movies, reading materials and clothing are not reimbursable.

5. **Daily Allowance and Lodging Allowance for Extended Travel**

A Consultant remaining at one location for 30 days or more but not more than six months shall be considered extended travel. The 30 days begins on the first day at the assignment location. The Consultant's return home for weekends does not break the continuity of an extended travel assignment.

The maximum reimbursable rate for extended travel will be the lesser of actual costs of lodging (housekeeping, utilities and furniture rental), meals, and incidentals (as previously outlined above) **or** 60% of the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates.

All extended travel must be approved in advance by the Contracting Director or designee prior to Consultant committing to any extended lodging arrangement.

Consultants are encouraged to require employees to relocate to the primary work site, when practical, to avoid excessive Extended Travel and/or repetitive Travel for weekly commute to the primary work site from Consultant or Consultant's employees' homes.

4. **Miscellaneous Expenses**

1. **General**

Miscellaneous expenses that are ordinary and necessary to accomplish the official business purpose of the trip are reimbursable. Receipts are required for all miscellaneous expenses. The most common of these expenses are as follows:

- Use of computers, printers, faxing machines, and scanners.
- Postage and delivery.
- Office supplies specific to the project.

Expenses that will not be reimbursed will be items for personal use or items that do not have a direct business reason or benefit to the project. Examples of these expenses are:

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-consultants.

4. **Miscellaneous Expenses**

General *continued*

- Mileage expense for purchase of items, where the direct project related item was purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

2. **Telephone Calls**

Telephone calls should be made in the most economical method possible. Claims for phone call require a statement of the date, person called, phone number, and business reason for the call.

Personal phone calls are not reimbursable.

5. **Travel Expense Statements**

1. **Reimbursement**

A travel expense statement must be prepared and submitted with the appropriate supporting documents for all expenses exceeding \$75. Expenses should be itemized chronologically according to the nature and type of travel expense (i.e. airfare, hotel, meals, etc.). The completed and supported travel expense statement should be submitted in the next billing cycle closest to the actual expense.