

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS**

Page No. **1** No. Pages **30**

Date **December 5, 2006**

FORMAL INVITATION, BID

Sealed bids addressed to the Chief Contracting Officer, San Antonio Water System, 2800 U.S. Hwy 281 North Suite 537, P. O. Box 2449, San Antonio, TX 78298-2449 will be received until **3:00 p.m., December 18, 2006** and then publicly opened and read aloud for furnishing materials or services as described received herein below,

- ☐ In estimated quantities indicated below.
☒ For period beginning **Date of Award** and ending **January 31, 2008**.
☐ Bid Bond is required (See Paragraph 15 of Terms & Conditions of Invitation for Bids.)
☒ Bid Bond is not required.
☐ Price quoted shall be firm and non-escalating during the contract period (Paragraph 13a, b, and c of Terms and Conditions do not apply).

Item No.	Estimated Quantity	Description	Unit Price	Total Amount
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**SAN ANTONIO WATER SYSTEM
“BEST VALUE” BID
ANNUAL CONTRACT FOR
PROJECT MANAGEMENT PORTAL
WEB HOSTING SERVICES
(Contractor’s Insurance Requirements Attached)**

The San Antonio Water System (SAWS) reserves the right to extend the contract period for (4) additional year(s) based on the initial bid submitted, should such be mutually agreeable to SAWS and the Contractor.

SCOPE AND INTENT: The San Antonio Water System (SAWS) is seeking “Best Value” bids to procure Internet Service Provider (ISP) hosting services for the SAWS Project Management (PM) web site.

c:\rb\contract\portal web hosting svcs

Bid No. 06-6087

NOTICE TO BIDDERS: The San Antonio Water System Purchasing Division is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Division located at 2800 U.S. Hwy 281 North, Suite 537, or by calling (210) 233-3819.

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: Purchasing Division
San Antonio Water System
P. O. Box 2449
San Antonio, Texas 78298-2449

DELIVER TO: Purchasing Division
San Antonio Water System
2800 U.S..Hwy 281 North, Suite 537
San Antonio, Texas 78212

Please check the following blanks which apply to your company:

Ownership of firm (51% or more): ☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) ☐ Female Owned
☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)

The undersigned offers and agrees to furnish any or all the items or services enumerated and upon which prices are quoted at the unit price set opposite each item, delivered at the designated point(s) within the time specified. Bidder hereby makes this bid and offer subject to the Terms and Conditions on the reverse hereof and subject further to the terms and conditions of this Invitation for Bid, the accompanying schedule and such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the schedule; and upon acceptance of this bid and offer, bidder agrees to comply with all such Terms and Conditions, as well as contract provisions, specifications, drawings or other data.

BIDDER MUST COMPLETE THE FOLLOWING:

Discount Terms: _____ % 20 days. (Net 30 days if left blank) Date of Bid _____

Delivery will be completed within _____ calendar days after receipt of order. (if applicable)

Name of Bidder (Company) (print or type)	Signature of person authorized to sign bid:
Address	Print or Type Name of Authorized person
City, State and Zip Code	Phone No. Fax No.
	E-mail Address

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I. GENERAL INFORMATION

SAWS Capital Programs Department supports a Project Management (PM) web site for SAWS project teams and their affiliates. The existing Internet Service Provider (ISP) services contract period-of-performance will end February 1, 2007. The Department is seeking bids from qualified ISPs to host the PM web site for a contract period of 1 year with the option to renew annually for up to (4) years. The PM web site will require a dedicated server environment and technical support services as described herein.

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

1. PERIOD OF CONTRACT

The contract base year shall be for the period beginning February 7, 2007 and continue through January 31, 2008. The contract will have an option to be renewed annually for up to (4) years.

2. SAWS' RIGHT TO REJECT ANY OR ALL BIDS

2.1. SAWS reserves the right to reject any or all bids, to waive any minor irregularities or technicalities and, to accept any bid it deems to provide requested services at the best value to SAWS. SAWS further reserves the right to reject a company's bid if it is found that collusion exists amongst bidders. Incomplete bids will not be considered.

2.2. All bids submitted shall be valid for a period of not less than ninety (90) days. SAWS also reserves the right to negotiate modifications to bids, to the extent allowed by law, with any bidder and to select the bidder which, in SAWS's sole opinion provides the best value.

3. "BEST VALUE" BID SUBMISSION PROCEDURE (ALSO SEE GENERAL CONDITIONS)

3.1. Bids must be typewritten or computer generated but originally signed.

3.2. Five (5) complete original sets of each bid must be submitted. All originals, including all required documentation, must be signed by an officer of the bidder's company.

4. CLARIFICATION TO BID SPECIFICATIONS

4.1. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the Purchasing Manager on or before **December 11, 2006** prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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of the bid, if made, will be made only by addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. SAWS will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Manager on or before **4:00 PM December 11, 2006** prior to the scheduled opening.

**Mr. Vick Garmon
Purchasing Division
2800 U.S. Hwy 281 North, Suite 537
San Antonio, Texas 78212**

4.2. SAWS reserves the right to request clarification to assist in evaluating the vendor's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

5. TIMETABLE

Bids Due	<u>December 18, 2006</u>
Proposed Start of Contract On or Before	<u>February 7, 2007</u>

5.1. PRE-BID CONFERENCE

A pre-bid conference is Not necessary for this procurement. Any questions pertaining to the specifications may be made in writing and submitted to the Purchasing Manager on or before **December 11, 2006** prior to scheduled opening.

5.2. EVALUATION PROCESS

SAWS will award the contract to the bidder that represents the "best value" to SAWS, price and other factors considered. In determining the "best value", the Evaluation Criteria listed below will be considered and weighted as shown.

A) **EVALUATION COMMITTEE** All properly submitted bids will be reviewed by an Evaluation Committee. The Evaluation Committee will use the criteria provided herein to make a final award. The Evaluation Committee reserves the right to designate a short list of bidders to make formal presentations. Presentations shall not exceed two hours each. At the conclusion of each presentation, 30 minutes will be allocated for questions from the

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Evaluation Committee. If applicable, upon completion of formal presentations, bidders will be re-scored based upon these same criteria utilizing the information received with the bid package and formal presentations.

B) **WEIGHTED EVALUATION CRITERIA:** The following weighted criteria will be considered to determine which bid offers the “best value” to the San Antonio Water System.

PERCENT

1. Financial/Operational Stability	20
2. References and experience	25
3. Contractor’s pricing	25
4. Small Business Economic Development Advocacy Policy Compliance	5
5. Bid Responsiveness/Technical Response	<u>25</u>
Total	100

6. CHECKLIST OF REQUIRED DOCUMENTS

All documents included in Part **V** of this Invitation for “Best Value” Bid must be completed in their entirety and prepared in accordance with provided instructions. All documents must be signed and included in the Bid Package. Failure to sign and/or include all documents, completed in their entirety, may result in disqualification of the bid.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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III. PROJECT SPECIFICATIONS:

GENERAL:

The production PM web site currently hosts SAWS capital projects managed by project team and their affiliates across the US. ISPs bidding for the services contract, 1 year with the option to renew annually for up to 4 follow-on years, shall respond to this bid by presenting their technical solution, which includes:

- Approach to production server deployment, start up procedures and configuration, approximately 85GB of project data are stored on the PM web site.
- Customer requirements/options for transferring data from existing production server
- Specifications list for dedicated server environment
- Description of network and managed services and technical support

The proposed approach and specification response will determine the mark awarded under the Bid Responsiveness/Technical Response criteria category. The current PM web site environment is described below. Similar hardware, network and support requirements are needed for sustainment of the PM web site over the next 4-5 years. The bidder's proposed approach to production server deployment shall describe activities that minimize downtime of the production web site during transition.

From time to time, during the contract period, SAWS will require access to a second server to support testing of software upgrades. ISPs bidding for the services contract are asked to propose a second server configuration, which may be used temporarily for testing software upgrades prior to deploying upgrades to production. The temporary use of the second server is estimated to cover a period of 3-4 months each occurrence. This second build may be a shared or dedicated server solution.

The PM web site is currently supported by a technical team of application administrators. This team will be available to assist in application software installation, configuration and data migration. Approximately 85GB of production data is stored online for access by project teams at any time. Transfer of the production data involves backup and restoration of directories and file systems, documents and SQL server databases. DVD, external hard drives or alternative media may be used by the technical support team during site migration. The bidder's proposed approach to server and software setup shall describe activities that minimize downtime of the production web site during transition.

1. MINIMUM SPECIFICATIONS

Dedicated Application/Project Server: Dell PowerEdge or equivalent

Server OS: Windows 2003

Server Processor: Dual 3.06 GHz Intel Xeon—Dual Capable

Memory/Drives: 4 GB Memory: 6 x 146 GB SCA SCSI Drives—Hot Swappable, RAID 5 Array

Power Supply: Redundant

Monitoring: Port monitoring

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Backup Agent:
Connection: 100Mbit, private net
Anti-Virus Protection: Computer Associates eTrust
System Optimization: Winternals Defrag Manager

Support: 24x7 Technical Support including

1. Security and Patching
2. Managed Backup
3. Server Administration
4. Reporting
5. Monitoring
6. Rapid Deployment and Scaling
7. Full root access via Terminal Services
8. Telephone and online support portal

Network and Managed Services

1. Backup: Capacity 70GB/Week, Schedule Daily Differential / Weekly Full and Retention 2 Weeks (140GB Total), Backup Software/Agents: Legato NetWorker, 2 hour data backup restore service
2. Network: Cisco Pix 506 Firewall – 10Mbit Connection • Includes Provisioning of Rule Assessments • Includes 24x7 Monitoring; Rule Changes and 1 Hour Replacement Guarantee, 100% network uptime, 1 hour hardware replacement
3. Software Licenses: Security Patching and Monitoring of OS and Microsoft SQL 2000 Server Standard Edition (provided by customer)
4. Aggregate Bandwidth: 50GB Monthly (data transfer for outgoing transfer only)

Applications

1. Windows Server 2003
2. Standard Internet Information Server
3. SQL Server 2000 (license provided by customer)
4. Portal .NET Nuke 1, ASP.NET web parts
5. Prolog Website (license provided by customer)
6. Prolog Manager (license provided by customer)
7. ArcSDE (license provided by customer)
8. ArcIMS (license provided by customer)

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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2. EQUIPMENT REQUIRED

2.1.Dedicated Production Server

The production PM web site will be deployed on a Dell PowerEdge or equivalent running Windows 2003. Server processor, memory, RAID drive configuration, and power supply shall be equivalent to or enhanced upon, given the current environment. Port monitoring, backup agent, connection, anti-virus protection and system optimization support are required.

2.2.Secondary Test Server

The secondary test server shall be a Dell PowerEdge or equivalent server running windows 2003. Test server shall also support:

- Standard Internet Information Server
- SQL Server 2000 (license may be provided by customer)
- Portal .NET Nuke 1, ASP.NET web parts
- Prolog Website (license provided by customer)
- Prolog Manager (license provided by customer)

3. SERVICES

SAWS requires 24x7 Technical Support for the production PM web site including: security and patching, managed backup, server administration, monitoring, full root access via Terminal Services, and telephone and online support. Network and Managed services shall be equivalent to or enhanced upon, given the current environment described above.

IV. STANDARD REQUIREMENTS

This contract shall be awarded to the bidder who provides goods or services at the best value for SAWS. Please prepare “Best Value” Bid to include the following criteria.

Any bidder that does not meet the following criteria may be eliminated as a “responsive” bidder:

- 1) Provide proof of Financial Stability to include the following: The bidder must have been in business at least 5 years under their current DBA name. The bidder must provide a current published financial report or, if privately owned, provide Dun & Bradstreet number.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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2)		The bidder must support at least five (5) customer web sites with equivalent requirements as described for the existing PM web site. The bidder must provide references for these customers to include: Company name, Contact person for company, and phone number of the contact person.		
3)		Brief description of ISP's Quality Assurance Methods and Standards.		
4)		Identify any regional support contacts/partnerships.		
5)		Questions pertaining to bid procedures will be answered by Mr. Robert Garcia (210) 233-3818.		
6)		All technical questions shall be directed to Mr. Tommy Klein at (210) 233-3702.		
7)		SAWS WILL MAKE AWARD TO ONE FIRM ONLY.		
8)		It is anticipated that award of this contract will be made within 60 days following the date of the bid opening.		

V. REQUIRED DOCUMENTS (GENERAL INFORMATION):

The following is a list of documents and documentation that must be included in the Bid Package. Each document must be signed by an authorized officer of the company or where applicable, by officials of other firms or institutions. Failure to submit any of the required documents or documentation or failure to sign each document may disqualify the bid.

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

1. Checklist of Required Documents
2. References / Experience Statement
3. Vendor Pricing
4. Quality Assurance Methods and Standards / Technical Response
5. Business, Corporate and/or Partnership Information

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Item 1

CHECKLIST OF REQUIRED DOCUMENTS

<u>DOCUMENT</u>	<u>CHECK & INITIAL</u>	
1. Checklist of Required Documents	_____	_____
2. References / Experience Statement	_____	_____
3. Vendor Pricing	_____	_____
4. Quality Assurance Methods & Standards / Technical	_____	_____
5. Business, Corporate and/or Partnership Information	_____	_____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Item 2

REFERENCES

1. **Financial References:** List four persons or firms with whom you have conducted significant financial transactions during the past five years under current DBA name. If firms are used, give the department and/or person who may be contacted. Attach a letter of reference from each of the persons and/or firms listed below:

Reference No. 1 - Financial Institution

Name: _____
Firm: _____
Title: _____
Address: _____

Reference No. 2 - Financial Institution

Name: _____
Firm: _____
Title: _____
Address: _____

Reference No. 3 - Other

Name: _____
Firm: _____
Title: _____
Address: _____

Reference No. 4 - Other

Name: _____
Firm: _____
Title: _____
Address: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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2. Operational References: List persons or businesses who have knowledge of your ability to operate the type and scope of business proposed.

Reference No. 1

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 2

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 3

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 4

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Reference No. 5

Name: _____
Firm: _____
Title: _____
Address: _____
Nature of Association: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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EXPERIENCE STATEMENT

1. Number of years engaged in this type of business.

_____ Years

2. Fully describe your company and experience as it relates to the following:

- a. History of successful and stable company operation for a period of at least FIVE years.
- b. History of past relations (5) customers provided dedicated web-hosting services and technical support.

_____ Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____

(Name of Firm Submitting Bid)

DATE: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Item 3

VENDOR PRICING

To Include

Hardware, network and technical support services. Build time

			Unit Price	Extended Price
1.	1 LS	Data Transfer / Setup Fee	\$_____	\$_____
2.	12 Ea.	Monthly Hosting Fee	\$_____	\$_____
3.	12 Ea.	Bandwidth Fee	\$_____	\$_____
4.	1 Ea.	Excess Bandwidth Charges (Over the standard limit)	\$_____	\$_____
5.	1 Ea.	Extra Storage Charges (Over the standard limit)	\$_____	\$_____
6.	1 LS.	Other Service Cost (Explanation Required)		\$_____
TOTAL				\$_____

BY: _____

TITLE: _____

FOR: _____

(Name of Firm Submitting Bid)

DATE: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Item 4

**DESCRIPTION OF
QUALITY ASSURANCE METHODS AND STANDARDS
TECHNICAL RESPONSE**
(Use attachments if needed)

_____ Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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Item 5

BUSINESS, CORPORATE AND/OR PARTNERSHIP INFORMATION

1. Business Information:

A. Name of Firm exactly as it will appear on the Contract. Please indicate if this is an Assumed Name.

B. Principal Office Address:

C. Telephone and Fax Numbers:

D. Contact Person (s):

E. Form of Business Entity (Check one and complete the applicable statement in either number 2, 3, or 4 below:

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Individual (No need to complete either number 2, 3, or 4 below).

2. If a PARTNERSHIP, answer the following:

A. Date of Organization:

B. General Partnership ☐ or Limited Partnership ☐ (check one).

C. Partnership Agreement recorded? Yes ☐ No ☐

D. If yes; _____
Date Book Page County

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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E. Has the Partnership done business in Texas? Yes [] No []

F. If yes, when? _____

G. Name, Address and Partnership Share of each General Partner:

Name	Address	% Share
------	---------	---------

3. If a CORPORATION, Answer the Following:

A. Date of Incorporation:

B. Where Incorporated:

C. Is the Corporation authorized to do business in Texas? Yes [] No []

D. If yes; _____
Name and address of Registered Agent in Texas

E. Attach Certificate of Authority (pursuant to Article 8.05 of the Texas Business Corporation Act to transact business in Texas).

F. The Corporation is held: Publicly [] Privately []

G. Furnish the name, title and address of each officer, director, and principal shareholders owning 10% or more of the Corporation's issued stock:

Name	Title	Address	% Share
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4. If a JOINT VENTURE, Answer the Following:

A. Date of Organization:

B. Joint Venture Agreement recorded: Yes [] No []

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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C. Has the Joint Venture done business in Texas? Yes [] No []

If yes, when? _____

D. Furnish the name, address and percent of ownership of each Joint Venture:

Name	Address	% Ownership
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E. Please attach a copy of the Joint Venture Agreement.

I hereby certify that the foregoing information is accurate and current as of this date.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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**CONFIDENTIALITY AGREEMENT
BETWEEN SAWS AND FIRM**

This Confidentiality Agreement applies to entities (hereinafter collectively known as “the Firm”) which provide services to SAWS. It is possible that in the course of providing services to SAWS, employees of the Firm may have access to confidential or proprietary information of SAWS and/or its customers and/or personal information regarding any individuals, including but not limited to medical information concerning insureds and/or claimants under insurance provided by SAWS. SAWS recognizes that the Firm may have a legitimate business need to know certain of the information to which its employees are exposed in providing services to SAWS, in order to appropriately provide the services for which SAWS has contracted.

Agreement to Maintain Confidentiality

Accordingly, the Firm hereby agrees to maintain the confidential and proprietary and/or personal nature of any information to which its employees may have access, obtain or which its employees may generate during the course of the Firm’s providing services to SAWS, and hereby agrees not to give to others or use for itself or for others any confidential information which may be obtained. Such information will remain confidential for purposes of this Agreement until such information becomes generally available to the public. The only exception to this requirement is if SAWS gives express written permission for the Firm to divulge such confidential or proprietary information.

Agreement Not to Trade on Inside Information

In the course of the Firm’s assignment with SAWS, it is possible that the Firm will obtain or have access to “inside” information with respect to SAWS or its customers, which may or may not be associated with or relevant to the matters upon which the Firm is working. “Inside” information is confidential or proprietary information which has not been publicly disclosed, and/or is not in general circulation. The Firm hereby agrees that it will not in any way use such information for its own benefit, or for the benefit of others. Further, the Firm agrees that it will not (1) disclose any such information to any other person, including family members or (2) buy or sell, or cause to be bought or sold by others, any publicly traded securities of SAWS or its customers, including derivatives of such securities (such as options or warrants) during the course of the Firm’s engagement, or after the Firm’s engagement ends until any and all such information in the Firm’s possession is publicly disclosed.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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ACKNOWLEDGEMENT

I have the authority to execute this Confidentiality Agreement on behalf of the Firm. I have read the above and I agree that the Firm shall not divulge any confidential, proprietary, or personal information of SAWS or SAWS customers, and/or other individuals to which the Firm, through its employees, may have access, obtain, or which its employees may generate during the course of the Firm's providing services to SAWS. I agree that the Firm shall remain bound by such continuing obligations of confidentiality until it is expressly released from such obligations by SAWS, in writing, or until such information becomes publicly known.

Firm

Name: _____

Executed

By: _____

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

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GENERAL CONDITIONS

1. This bid contains General Conditions and Specifications, as well as in some areas other specific required information and material. It is the bidder's responsibility to be completely familiar with any and all requirements. Failure to do so may result in bid being declared non-responsive.
2. Any manufacturer, brand and model numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality, standard of performance, and design required, and in no way intended to prohibit the bidding of other manufacturers' items of equal specifications.
3. The section headings or paragraph captions contained herein are for convenience of reference only and not intended to define, extend or limit any provisions of this contract.
4. Prices must be quoted FOB, SAWS receiving agency, San Antonio, Texas. Upon award of a contract, the supplier is obligated to deliver the goods to the required destination and bears the risk of loss until delivery.
5. Bids may not be conditioned on minimum deliveries. The quantities shown are estimates only and are in no way binding upon SAWS. Estimated quantities will be used for the purpose of evaluation. SAWS may increase or decrease quantities as needed.
6. Freight will be paid only when SAWS has made a request for expedited delivery
7. It will be the bidder's responsibility to be completely familiar with all specifications prior to submitting bid. No extra payment for the work specified will be considered. Bidder must include all costs related to this bid in their unit price.
8. Bidder, by submitting a quote, acknowledges that they have read and fully understand all requirements and take no exceptions.
9. Bidder, by submitting a bid, hereby agrees that all SAWS requirements contained in this bid document take priority over any attached brochures, literature, company stated warranties and/or requirements, unless specifically spelled out in a separate letter titled "Bid Exceptions".
10. Please fill in prices, make one copy for your file and submit all pages of the original bid form. The Bidder shall furnish all information required by the bid form. The Bidder shall print or type his/her name and manually sign the schedule and each continuation sheet. (Delete item 2a of Terms and Conditions of Invitation for Bid.) **Copies and faxed bids will not be accepted.** Bids can be downloaded from SAWS website at www.saws.org
11. Bid shall be enclosed in a sealed envelope addressed to the Purchasing Division, in accordance with instructions contained herein, with the name and address of bidder, date and hour of bid opening and title of the bid solicitation placed on the outside of the envelope. "No Bids" should be returned by the bid opening date with "No Bid" indicated on the envelope in addition to the bid number and bid opening date. SAWS assumes no responsibility for bids not processed due to the failure of the bidder to identify the envelope as a bid response.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS
FORMAL INVITATION, BID (continued)**

Page No. 21 No. Pages 30

Item No.	Estimated Quantity	Description	Unit Price	Total Amount
12.		If bidder obtains bid specifications via Internet, the bid must be submitted in hard copy according to the instructions contained in this bid. If, in its bid response, bidder makes any changes whatsoever to SAWS bid specifications, SAWS bid specifications as published shall control. Furthermore, if an alternation of any kind to SAWS published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.		
13.		Bidders' facilities and equipment can be a determining factor in making the bid award. All bidders will be subject to inspection of their facilities and equipment.		
14.		All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the SAWS Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his/her authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing Agent.		
15.		By submittal of this bid, bidder certifies to the best of their knowledge that all information is true and correct.		
16.		A bid that has been opened may not be changed for the purpose of correcting an error in the bid unit price.		
17.		Bidder must submit Material Safety Data Sheets with the bid for any hazardous chemical quoted or supplied under this quote.		
18.		SAWS will not be liable for any costs incurred by a bidder in responding to the bid request.		
19.		Damaged goods or goods received due to error by supplier will be returned and supplier will pay freight.		
20.		If not a single purchase, the quantities shown are estimates only and are in no way binding upon SAWS. Estimated quantities will be used for the purpose of evaluation. SAWS may increase or decrease quantities as needed.		
21.		When supplier cannot abide by terms and conditions in fulfilling the contract, supplier must furnish service or goods from other sources at the contract price. If supplier delays in the above, SAWS reserves the right to purchase on the open market and charge supplier the difference between contract price and the purchase price.		
22.		Bidder warrants that all deliveries under this bid will be of the type and quality herein specified. SAWS may reject or refuse any delivery which falls below the quality required in the specifications and SAWS shall not be held to have accepted any delivery until after it has made an inspection of same and has had an opportunity to exercise this right of rejection.		
23.		Bidder shall be responsible for all charges which relate to the delivery of the goods to SAWS place of business and for the return to bidder of any goods rejected as being non-conforming under the specifications.		

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS
FORMAL INVITATION, BID (continued)**

Page No. 22 No. Pages 30

Item No.	Estimated Quantity	Description	Unit Price	Total Amount
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24. SAWS is the final judge of product acceptability for items quoted on this bid.
25. Vendor warrants that any product furnished pursuant to this contract/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. This section includes, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this contract.
- In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to SAWS' ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by supplier. Nothing in this warranty shall be construed to limit any rights or remedies SAWS may otherwise have under this contract with respect to defects other than year 2000 performance.
26. SAWS Specifications and Terms and Conditions provided with this bid document will prevail in the event of conflict with bidders.
27. SAWS reserves the right to cancel this contract with a 30 day written notice without cause.
28. Termination-Breach: Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Purchasing Manager, its obligations under this contract, or violate any of the terms of this contract, SAWS shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the vendor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to SAWS for damages sustained by virtue of any breach by the vendor.
29. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The SAWS Purchasing Division will make all change orders in writing.
30. The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the Purchasing Division.
31. The obligations of the parties hereto are performed in Bexar County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bexar County, Texas.
32. Contractor shall defend, indemnify, and hold harmless SAWS from and against any liability, loss, cost, and expense of whatsoever nature, including those related to death, bodily injury, sickness, disease, and/or loss or destruction of property (including reasonable attorney's fees and costs of defense) resulting from Contractor's performance of the services, to the extent that such losses arise out of and/or are attributed to the sole or concurrent negligence, errors or omissions, or strict liability of Contractor, its employees, Subcontractors, agents, or their respective employees. Where liability is attributable to the joint negligence or fault of Contractor and

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS
FORMAL INVITATION, BID (continued)**

Page No. 23 No. Pages 30

Item No.	Estimated Quantity	Description	Unit Price	Total Amount
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SAWS, Contractor's duty of indemnification shall be limited to Contractor's (and Contractor's agents, Subcontractors, or employees) allocable share of joint negligence or fault.

This indemnity shall be broadly construed to apply to all liability attributed to the concurrent and sole negligence of contractor and shall survive termination of this agreement.

33. The goods or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services. The implied warranties and remedies of the Universal Commercial Code are included in this procurement and shall apply to the issued purchase order/contract.
34. Prospective bidders must prove beyond any doubt to the SAWS' Purchasing Agent that they are duly qualified, capable, bondable, etc., to fulfill and abide by the specifications herein listed.
35. Right to Audit (lump sum contracts). SAWS or its designated agent, shall have the right to audit, at any time, the Contract related records and associated documents of the Contractor and Subcontractor. Such right to audit shall be for the determination of the accuracy and validity of the Contractor's and Subcontractor's billing to SAWS and for verifying compliance with other terms and conditions of the Contract.
36. Contractor and Subcontractor shall maintain all records required to be kept by law, rule or regulation, or records required to document performance of the services specified in the contract documents. The records shall be maintained for the period required by law, for a reasonable period in the absence of the applicable law, or for two (2) years after completion of all services, whichever is greater. Contractor shall provide to SAWS copies of such records as provided in the contract documents or as reasonably requested by SAWS after performance of the service.
37. It is expressly understood and agreed by both parties hereto that SAWS is contracting with the successful bidder as an independent contractor. The parties hereto understand and agree that SAWS shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind SAWS.
38. The successful bidder agrees to indemnify and hold SAWS harmless from any claim involving patent infringement or copyrights on goods supplied.
39. If insurance is required, the minimum insurance to be maintained shall be in accordance with attached insurance requirements. The successful bidder shall furnish a completed Certificate of Insurance, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. Successful bidder will be required to maintain at all times during performance of the contract the insurance detailed in this bid document.

Certificate of Insurance shall be filed with the System no later than 5 days after notification of pending award of contract and before starting any work. Certificates should be mailed to the Purchasing Division, San Antonio

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS
FORMAL INVITATION, BID (continued)**

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Item No.	Estimated Quantity	Description	Unit Price	Total Amount
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Water System, P. O. Box 2449, San Antonio, Texas 78298-2449. **CONTRACTOR's Certificate shall reference the SAWS bid number at time of submittal.**

40. An annual contract blanket purchase order will be issued to place orders against annual contracts. This blanket contract purchase order will not list individual items or prices. Supplier must have the contract purchase order number before making any delivery. If this is a single purchase, a purchase order will be furnished.
41. The successful bidder shall mail invoices to the SAWS Accounts Payable Section, P. O. Box 2449, San Antonio, Texas 78298-2449. Invoices for payments and correspondence for this contract must reference the SAWS purchase order number.
42. No officer or employee of SAWS shall have a financial interest, direct or indirect, in any contract with SAWS, or shall benefit financially, directly or indirectly, in the sale to SAWS of any materials, supplies or services, except on behalf of SAWS as an officer or employee. In this instance a SAWS employee is defined as any employee of SAWS who is required to file a financial involvement report pursuant to the City's ethics ordinance.
43. Any successful supplier required to perform any type of construction or service related work at SAWS location as a result of this bid or proposal must comply with all requirements shown in SAWS Health and Safety Program and Security Procedure No. 2-11. Copies can be obtained from the SAWS Safety Officer at (210) 233-3619. Failure to comply with this requirement shall deem project in non-compliance and may result in immediate termination with cause.
44. Supplier's employees performing work or making deliveries on SAWS property, other than for a one-time drop shipment, will be required to provide their employees with a photo identification badge that includes the company name; **no exception.**
45. Bid exceptions will be cause for rejection of any bid at the sole discretion of the Purchasing Manager.
47. SAWS reserves the right to award this bid to more than one supplier.
48. Award of all bids and RFP's will be based on Best Value as determined by SAWS.
48. In the event the San Antonio Water System Board does not appropriate funds for continuation of this contract for any fiscal year after the first fiscal year and it has no funds to continue this contract from other sources, SAWS shall be released from its obligations under this contract.
49. If a third party is used to ship merchandise, the shipping documents **MUST** include all SAWS Purchase Order Numbers.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS
FORMAL INVITATION, BID (continued)**

Page No. 25 No. Pages 30

Item No.	Estimated Quantity	Description	Unit Price	Total Amount
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Security Requirements

Contractor employees will be required to obtain a photo identification badge (Contractor's Badge) prior to any work performed for SAWS. SAWS Project Managers will ensure a Contractor Data Form (CDF) is properly completed with all the required employee names. SAWS Project Managers are responsible for the accuracy of information on the form and for obtaining any and all required items (badges, parking tags if necessary, and ensuring badges are returned to the Security Office when they are no longer required or at the end of the Agreement) necessary to fulfilling the requirements of the work scope under the Agreement. The form must be sent electronically to Bbaker@saws.org, and Jcardenas@saws.org. Badge Office hours are Monday and Friday 1:00 PM to 5 PM. There are certain designated SAWS sites or facilities that require a SAWS employee to physically escort the Contractor throughout his/her visit to the site. Contractor (through the Project Manager) is responsible to advise the Security Office anytime there are employee terminations or changes, and the Contractor /Project Manager are jointly responsible to turn in any and all badges that are no longer in use due to employment termination. Due to the ever-changing security environment and increases in security requirements, Contractor MUST be prepared for the possibility of having to perform background security checks on their employees if called for by SAWS. Any employee, prime or subcontractor, found to have unacceptable background checks (as determined by SAWS) will not be allowed to work or perform duties pertaining to SAWS contracts or to work on SAWS properties/projects in any manner.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

**SAN ANTONIO WATER SYSTEM
SAN ANTONIO, TEXAS
FORMAL INVITATION, BID (continued)**

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Item No.	Estimated Quantity	Description	Unit Price	Total Amount
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IMPORTANT MAILING INSTRUCTIONS:

Mark Envelope:

BID NAME: "BEST VALUE" BID – PORTAL WEB HOSTING SERVICES

BID No.: 06-6087

OPENING DATE: DECEMBER 18, 2006 TIME: 3:00 P.M.

MAIL TO:

Purchasing Division
San Antonio Water System
P. O. Box 2449
San Antonio, Texas 78298-2449

DELIVER TO:

Purchasing Division
San Antonio Water System
2800 U.S. Hwy 281 North, Suite 537
San Antonio, Texas 78212

NOTE: It is the bidder's responsibility to ensure that bids are received in the prescribed manner by the stated date and hour of the bid opening.

Name of Bidder (Company) (print or type)

Signature of person authorized to sign bid:

TERMS AND CONDITIONS OF INVITATION FOR BIDS*Read Carefully***1. GENERAL CONDITIONS**

Bidder is required to submit his proposals upon the following expressed conditions.

- (a) Bidder shall thoroughly examine the drawings, specifications, schedule, instructions and all other documents.
- (b) Bidder shall make all investigations necessary to inform himself thoroughly regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist, or that hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations to fulfill in every detail the requirements of the contract documents, will be accepted as the basis for varying the requirements of the San Antonio Water System (SAWS) or the compensation to the Contractor.

Following award of the contract, SAWS shall have the right to cancel any orders upon failure of Contractor to make delivery within the time specified in his proposal. SAWS shall also have the right to order materials of comparable design and quality and in equal quantity to the materials included in orders so canceled from any available source and to charge the Contractor for any difference in cost of materials incurred.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) The Bidder shall furnish all information required by the bid form. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (b) Unit prices shall be shown, and where there is an error in extension of price, the unit price shall govern.
- (c) Where manufacturers and models are designated by name and number in invitation for bid, "approved equal" bids by manufacturers not so designated will not be accepted unless authorized in writing by the contracting officer within five calendar days prior to bid opening.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include federal taxes in bid prices since SAWS is exempt from payment of such taxes. A tax exemption certification will be furnished where applicable.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. When items proposed differ in any way from those specified, bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the item that is specified.

4. QUANTITIES

Bidders are advised that estimated quantities of anticipated requirements during the contract period are not calculated with certainty. It is the policy of SAWS, however, as a matter of prudent buying and contracting, to establish in advance of actual purchase or performance of the work, the price of the work which is anticipated, and the price on certain items calculated on the estimated number of a particular item which it might need during a contract period. Bidders are advised that during such period, SAWS may determine not to purchase any of the items or may delete any or all of the work listed in a bid proposal or invitation. Under such a contract, SAWS' only commitment is to purchase the items from or proceed with the work by the successful bidder at the price bid if SAWS should, in fact, decide to purchase such items during the contract period or proceed with such work as proposed. On all bids, SAWS reserves the right to reject a bid which, in SAWS' judgement, is "unbalanced." An unbalanced bid is defined as one on which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or bidder's cost, so as to make the bidder low on the overall bid but high on a significant number of other items. SAWS reserves the right to exercise its judgement and reject such a bid as unqualified. If such an unbalanced bid is nevertheless accepted by SAWS and the contract awarded, SAWS reserves the right to delete any or all such items from purchases to be made or work to be done.

5. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelope addressed to the Contracting Officer, San Antonio Water System. The name and address of bidder, the date and hour of the bid opening, and the name of material or services bid on shall be written on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished by SAWS.
- (c) Samples, when required, must be submitted within the time specified at no expense to SAWS. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

6. WITHDRAWAL OR MODIFICATION OF BIDS

Bids may not be withdrawn after the time set for the bid opening, without the written consent of the Contracting Officer, but may be modified by telegraphic notice provided such notice is received prior to the time and date set for the bid opening; otherwise, bids and modifications or withdrawals received after the time set for the bid opening will be returned unopened.

7. DISCOUNTS

- (a) Payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business. The value of money may also be considered in making the award.
- (b) In connection with any discount offer, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

8. SELLER'S INVOICES

- (a) Invoices shall be correctly prepared and submitted in duplicate to Accounts Payable, SAWS, and shall contain the following information: Purchase Order No., item numbers, brief description of supplies and services, sizes, serial number, quantities, unit prices and totals.
- (b) Invoices will normally be paid within ten days after receipt of supplies or invoices, whichever is later.

9. EXTENSION OF ANNUAL CONTRACT

SAWS reserves the right, subject to the contractor's approval, to extend any annual contract for an additional period of not more than one year, subject to the same terms and conditions as enumerated in the terms and conditions of invitations for bids and at a price or prices not to exceed the prices quoted.

10. AWARD OF CONTRACT

- (a) The Contract will be awarded to the lowest responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to SAWS.
- (b) Bidders are advised that the awarding of contracts on a bid basis is a requirement of state law and city charter. The purposes of such requirements are:
 - (1) to prevent the historic abuses of negotiated purchases;
 - (2) to enable SAWS to use its purchasing power to buy at the lowest possible prices for the benefit of the Systems and the public; and
 - (3) to enable SAWS to award the contract to other than the low bidder when, in SAWS' judgement, the low bidder is not qualified.

Bidders are advised that it is not the intention of SAWS, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." SAWS reserves the right to take whichever action as may, in the judgement of SAWS, be to its best interest as follows:

- (1) Reject all bids;
 - (2) Award the bids by the drawing of lots, or
 - (3) Award the bids on the basis of differences other than price.
- Bidders are advised that the awarding of bids is a matter solely within the jurisdiction of the Board of Trustees. In the event a bidder wishes to protest the award recommended by the purchasing division, the Board invites such bidder to notify the management of the Board and to appear at a meeting of the Board for a public hearing prior to the award.
- (c) SAWS reserves the right to accept any item or group of items of this bid.
 - (d) Execution of a written acceptance of a bid by SAWS shall constitute an award.

11. REJECTION OF BIDS

- (a) SAWS may reject the apparent low bid when:
 1. The bidder misstates or conceals any material fact in the bid.
 2. The bid does not strictly conform to the law of the requirements of the bid.
 3. The bid is conditional,
 4. The bid is unbalanced.
 5. When the lowest bidder is not, in SAWS' judgement, qualified, or when the lowest bid, in SAWS' judgement the lowest and best bid.
- (b) SAWS reserves the right to reject any or all bids; to accept any bids, or part thereof, considered by SAWS to be its best interest; and to waive formalities or irregularities.

12. No owner, stock holder, partner, officer or employee of the bidder, or any person who has a financial interest in this contract in anyway, whether direct or indirect, shall be an officer or any employee of SAWS or the City of San Antonio at the time of bidding on this contract, or during the life of this contract. Any violations of this provision will render the bid or contract void.**13. PRICES**

- (a) Prices quoted shall be f.o.b. San Antonio with all transportation and/or delivery charges allowed and prepaid to destination in San Antonio, Texas, specified in the purchase order.
- (b) Revision of Unit Prices: It is agreed that bid price may be superseded during the contract period only if such price revision is the result of a general industry price revision (Note: Discounts, delivery and services accepted as part of this bid and not subject to revision.) A written notice stipulating in detail the price revision justification must be furnished to purchasing officer before revised prices go into effect.
- (c) Revision of Manufacturer's Price List(s): This bid will be based on manufacturer's latest price lists. Said price lists must denote the manufacturer's latest effective date and price schedule. It is agreed that any published price lists may be superseded or replaced during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discount, delivery, and serviced accepted as part of this bid are not subject to revision.) A written notice stipulating in detail the changes of a price list must be furnished to the purchasing officer before revisions go into effect. All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the purchasing officer or authorized representative, it is impractical for bidder to include published price lists as part of this bid and to furnish any price list or written changes as required herein, bidder shall permit the purchasing officer or authorized representative to inspect the pertinent published price list or written changes in the office of the bidder or at any other location approved by the Purchasing Officer.

14. EQUAL EMPLOYMENT OPPORTUNITY

All contracts in excess of \$10,000.00 with contractors or suppliers having 15 or more employees will include the clauses listed below:

- (a) The contract will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contract will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- (b) Upon request the contractor will furnish to SAWS all information and reports and will permit access to the books, records, and accounts for purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.
- (c) If the contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the contractor may be debarred from further contracts with SAWS.
- (d) All bidders or prospective contractors or subcontractors will be required to submit along with the bid or estimate a statement in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.
- (e) The contractor shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, or as amended and with Section 3 of the Housing and Urban Development Act of 1968, covering opportunities for business and lower-income persons in connection with all federally financed HUD assisted projects.

15. BID BOND

A bid bond will be required if SAWS' Contracting Officer estimates that the purchase price of the materials or services under any contract with SAWS will exceed \$10,000.00. If a bid bond is required, the bid must be accompanied by a Bid Bond, Certified Check or Cashier's Check on a state or national bank in the amount of not less than five percent (5%) of the total bid payable without recourse to SAWS, and no bid will be considered unless it is in compliance with this section. Bid Bonds or Checks in lieu thereof will be retained until the contract is awarded, and will be returned to the unsuccessful bidders immediately after opening. Said Bond or Check shall be returned to the successful bidder unless such bidder fails to execute the required contract acceptance document within 10 days following the Notification of Award.

16. FUNDING

In the event vendor assigns an interest in this contract to any third party to secure financing, or for any other reason, vendor agrees to provide true and correct copies of all UCC filings and factoring and/or assignment agreements between the vendor and said third party to the Purchasing Division of SAWS within 30 days of the filing or execution thereof. Vendor hereby agrees that all payments made by SAWS under the authority of this contract will be made payable to vendor, or in the case of an assignment by vendor, to vendor in care of the applicable assignee or interest holder.

SAWS STANDARD INSURANCE SPECIFICATIONS ("Specifications")

1. Commencing on the date of this Contract, the Consultant shall, at his own expense, purchase, maintain and keep in force such insurance 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, 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:

- a. **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.

This insurance 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.b.).

- b. **Employers' Liability (EL)** insurance (**Coverage B** under standard Workers' Compensation 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 employers' liability insurance shall have minimum 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

- c. **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 Contractor, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This coverage shall:

- Cover independent contractors;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum limits of liability for this coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
1,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This insurance 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.
- d. **Comprehensive 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 limits of liability for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This insurance 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.
- e. **Professional Liability** (errors and omissions) insurance with minimum coverage limits of \$5,000,000 per claim, \$5,000,000 in the aggregate, if written on a "Claims Made" form, and Consultant must maintain this coverage period for at least twenty-four (24) months after the date of Contract termination.
2. Consultant shall **require** all Sub-consultants to carry insurance coverage appropriate to their scope of Work.
3. The insurance that is required under these Specifications shall be written so that SAWS and the City will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least **thirty (30) days** prior to such action.
4. The Contractor shall furnish a completed Certificate of Insurance, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon.
5. **Certificates of Insurance** shall be filed with the System 10 days **prior to** the SAWS Board of Trustee's award of the Contract. The SAWS Contract name/Bid number **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.

Certificates shall be mailed to SAWS directly to:

**Purchasing Division
San Antonio Water System
P. O. Box 2449
San Antonio, Texas 78298-2449**

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

6. Separate **Certificates of Insurance** shall be filed with the City of San Antonio 10 days **prior to**

the SAWS Board of Trustee's award of the Contract. The SAWS Contract name/Bid number **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.

Certificates shall be mailed to the City of San Antonio directly to:

City of San Antonio
Attention: Risk Management
P.O. Box 39966
San Antonio, TX 78283-3966

A copy of the certificate of insurance provided to the City of San Antonio shall be provided to SAWS at the same time.

7. Consultant is responsible for all deductibles under all of the insurance policies required by these specifications.
8. The stated limits of insurance required by these Specifications are MINIMUM ONLY and it shall be the Consultant's responsibility to determine what limits are adequate and the length of time this coverage shall be maintained; the insurance limits are not a limit of the Consultant's liability.

These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. SAWS acceptance of Certificates of Insurance that in any respect do not comply with these Specifications does not release the Consultant from compliance herewith.

9. Consultant agrees that all insurance policies required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rated "**A- ("A"- minus)**" and that have a **Financial Size Category** rating of a "**VII**" or better. All insurance policies shall be of an "Occurrence" type except for the Professional Liability line of coverage.
10. **SURVIVAL**

Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.b., 1.c. and 1.d. of these Insurance Specifications are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.