

AN ORDINANCE 2014 - 02 - 20 - 0095

ACCEPTING THE BID FROM COMMERCIAL SWIM MANAGEMENT TO PROVIDE THE OFFICE OF SUSTAINABILITY WITH ENERGY EFFICIENCY UPGRADES AT UP TO 24 MUNICIPAL SWIMMING POOLS IN AN AMOUNT NOT TO EXCEED \$149,437.72, FUNDED WITH THE OFFICE OF SUSTAINABILITY'S ENERGY EFFICIENCY FUND.

* * * * *

WHEREAS, bids were submitted to provide the Office of Sustainability with energy efficiency upgrades at up to 24 municipal swimming pools; and

WHEREAS, Commercial Swim Management was the low responsive bidder for a total cost of \$149,437.72; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The bid submitted by Commercial Swim Management to provide the Office of Sustainability with energy efficiency upgrades at up to 24 municipal swimming pools in an amount not to exceed \$149,437.72 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding in the amount of \$149,437.72 for this ordinance is available in Fund 29652000, Cost Center 8055030003 and General Ledger 5202020, as part of the Fiscal Year 2014 Budget. Payment not to exceed the budgeted amount is authorized to Commercial Swim Management and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP fund numbers, SAP project definitions, SAP WBS elements, SAP internal orders, SAP fund centers, SAP cost centers, SAP functional areas, SAP funds reservation document numbers, and SAP GL accounts as necessary to carry out the purpose of this ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 20th day of February, 2014.

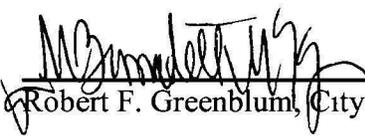

M A Y O R
Julián Castro

ATTEST:



Lencha M. Vacek, City Clerk

APPROVED AS TO FORM:



Robert F. Greenblum, City Attorney

Agenda Item:	7 (in consent vote: 4, 5, 7, 8, 9, 11, 12, 12A, 12B, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26)
Date:	02/20/2014
Time:	09 23 29 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Commercial Swim Management to provide the Office of Sustainability with energy efficiency upgrades at up to 24 municipal swimming pools in an amount not to exceed \$149,437 72, funded with the Office of Sustainability's Energy Efficiency Fund [Ben Gorzell, Chief Financial Officer, Troy Elliott, Director, Finance)
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Bid Tabulation

Opened January 24 2014						
For Municipal Swimming Pool Energy Retrofits						
6100003839		NON-LOCAL		NON-LOCAL		
JG		Commercial Swm Management 4701 Pnem Lane Suite 3A Pflugerville, TX 78660 512-244-7946		Interpool Inc PO Box 680125 San Antonio TX 78268		
JG		Pools Unlimited, Inc 33145 Stahl Lane Bulverde, TX 78163		Progressive Commercial Aquatics, Inc 2510 Farrell Road Houston TX 77073		
Item	Description	Quantity				
C-1	VSPC 5 HP, 230V single-phase, outdoor Pnce Each Total Price Manufacturer Name Product No	2	\$3,351 87 \$6,703 74 Not provided Not provided	\$3,234 98 \$6,469 96 Pentair 5hp 200-240V NEMA 4x	\$3,907 00 \$7,814 00 Pentair AD050X-2301-N4X	\$4,783 00 \$9,566 00 H2Flow EF-E-24-12-2
C-2	VSPC 7.5 HP 230V three-phase indoor Pnce Each Total Price Manufacturer Name Product No	2	\$1,738 55 \$3,477 10 pentair penad075x	\$2,357 97 \$4,715 94 Pentair 7.5hp 200-240V NEMA-12	\$2,337 40 \$4,674 80 Pentair AD075X-2303-N12	\$5,060 00 \$10,120 00 H2Flow EF-C-26-12-2
C-3	VSPC 10 HP 230V single-phase outdoor Pnce Each Total Price Manufacturer Name Product No	1	\$5,698 56 \$5,698 56 pentair penad100x2303	\$2,549 89 \$2,549 89 Pentair 10hp 200-240V NEMA-12	\$5,093 80 \$5,093 80 Pentair AD100X-2301-N4X	\$5,731 00 \$5,731 00 H2Flow EF-E-31-12-2
C-4	VSPC 10 HP, 230V, three-phase indoor Pnce Each Total Price Manufacturer Name Product No	2	\$1,880 08 \$3,760 16 pentair penad100x	\$4,499 16 \$8,998 32 Pentair 10hp 200-240V NEMA 4x	\$2,375 40 \$4,750 80 Pentair AD100X-2303-N12	\$6,708 00 \$13,416 00 H2Flow EF-C-31-12-2
C-5	VSPC 15 HP, 230V three-phase, indoor Pnce Each Total Price Manufacturer Name Product No	3	\$2,028 11 \$6,084 33 pentair penad150x2303	\$3,132 28 \$9,396 84 Pentair 15hp 200-240V NEMAX	\$2,624 00 \$7,872 00 Pentair AD150X-2303-N12	\$7,838 00 \$23,514 00 H2Flow EF-C-46-12-2
C-6	VSPC 15 HP 230V three-phase outdoor Pnce Each Total Price Manufacturer Name Product No	3	\$3,276 05 \$9,828 15 Not provided Not provided	\$2,750 72 \$8,252 16 Pentair 15hp 200-240V NEMA12	\$4,012 80 \$12,038 40 Pentair AD150X-2303-N4X	\$8,813 00 \$26,439 00 H2Flow EF-C-46-12-2
C-7	VSPC 15 HP 460V three-phase indoor Pnce Each Total Price Manufacturer Name Product No	1	\$2,087 41 \$2,087 41 Not provided Not provided	\$3,163 54 \$3,163 54 Pentair 15hp 380-480V NEMA 4x	\$2,692 80 \$2,692 80 Pentair AD150X-4603-N12	\$5,910 00 \$5,910 00 H2Flow EF-C-26-12-4
C-8	VSPC 15 HP, 460V three-phase outdoor Pnce Each Total Price Manufacturer Name Product No	1	\$3,726 05 \$3,726 05 pentair penad150x	\$2,831 13 \$2,831 13 Pentair 15hp 380-480V NEMA12	\$4,038 40 \$4,038 40 Pentair AD150X-4603-N4X	\$7,110 00 \$7,110 00 H2Flow EF-C-26-12-4
C-9	VSPC 20 HP 230V three-phase indoor Pnce Each Total Price Manufacturer Name Product No	6	\$2,398 86 \$14,393 16 pentair penad200x-2303	\$3,934 76 \$23,608 56 Pentair 20hp 380-480V NEMA 4x	\$3,070 80 \$18,424 80 Pentair AD200X-2303-N12	\$8,115 00 \$48,690 00 H2Flow EF-C-61-12-2

City of San Antonio Bid Tabulation

Opened January 24 2014						
For Municipal Swimming Pool Energy Retrofits						
6100003839		JG	NON-LOCAL	LOCAL	NON-LOCAL	NON-LOCAL
Item	Description	Quantity	Commercial Swm Management 4701 Pnem Lane Suite 3A Pflugerville, TX 78660 512-244-7946	Interpool Inc PO Box 680125 San Antonio TX 78268	Pools Unlimited, Inc 33145 Stahl Lane Bulverde, TX 78163	Progressive Commercial Aquatics, Inc 2510 Farrell Road Houston, TX 77073
C-10	VSPC 20 HP 460V, three-phase, outdoor Price Each Total Price Manufacturer Name Product No	2	\$3,572 79 \$7,145 58 Not provided Not provided	\$3,753 53 \$7,507 06 Pentair 20hp 200-240V NEMA12	\$4,559 00 \$9,118 00 Pentair AD200X-4603-N4X	\$6,827 00 \$13,654 00 H2Flow EF-C-31-12-4
C-11	VSPC 30 HP 230V three-phase indoor Price Each Total Price Manufacturer Name Product No	1	\$3,826 15 \$3,826 15 pentair penad300x	\$5,189 31 \$5,189 31 Pentair 30hp 200-240V NEMA12	\$5,088 00 \$5,088 00 Pentair AD300X-2303-N12	\$11,828 00 \$11,828 00 H2Flow EF-C-90-12-2
C-12	VSPC 40 HP 230V three-phase outdoor Price Each Total Price Manufacturer Name Product No	1	\$5,375 00 \$5,375 00 pentair penad400x	\$7,290 00 \$7,290 00 Pentair 40hp 200-240V NEMA 4x	\$8,204 00 \$8,204 00 Pentair AD400X-2303-N4X	\$16,554 00 \$16,554 00 H2Flow EF-C-146-12-2
P-1	VFP 3 HP 230V three-phase Price Each Total Price Manufacturer Name Product No	5	\$1,583 05 \$7,915 25 pentair pen011012	\$2,430 00 \$12,150 00 Pentair Not provided	\$1,957 80 \$9,789 00 Pentair 011012	\$1,990 00 \$9,950 00 Pentair Intelliflo VF
P-2	Motor 5 HP 230V three-phase Price Each Total Price Manufacturer Name Product No	4	\$1,194 56 \$4,778 24 Not provided Not provided	\$2,127 72 \$8,510 88 Pentair Pump int 3.2 KW High Perf 011012	\$883 40 \$3,533 60 Pentair 357068S	\$1,165 00 \$4,660 00 Baldor 184JMZ TEFC
S-1	Flow sensor for a 4" diameter pipe Price Each Total Price Manufacturer Name Product No	4	\$840 44 \$3,361 76 pentair pen97014	\$1,128 39 \$4,513 56 Pentair KIT 4" w/intg	\$1,014 40 \$4,057 60 Pentair 97014-4204-KIT	\$976 00 \$3,904 00 Sigmet Model 9900
S-2	Flow sensor for a 6" diameter pipe Price Each Total Price Manufacturer Name Product No	13	\$914 73 \$11,891 49 pentair pen97016	\$1,228 45 \$15,969 85 Pentair KIT 6" w/intg 4-20 output	\$1,096 00 \$14,248 00 Pentair 97016-4206-KIT	\$1,033 00 \$13,429 00 Sigmet Model 9900
S-3	Flow sensor for an 8" diameter pipe Price Each Total Price Manufacturer Name Product No	7	\$976 49 \$6,835 43 pentair pen97016-4208	\$1,311 26 \$9,178 82 Pentair KIT 8" w/intg 4-20 output	\$1,163 20 \$8,142 40 Pentair 97016-4208-KIT	\$1,085 00 \$7,595 00 Sigmet Model 9900
S-4	Deleted					
M-1	Surge / Lightning Arrestor Price Each Total Price Manufacturer Name Product No	27	\$303 75 \$8,201 25 Not provided Not provided	\$425 00 \$11,475 00 Not provided Not provided	\$160 00 \$4,320 00 Delta Lightng LA302/LA303/LA603	\$478 00 \$12,906 00 Delta LA303 & LA603
M-2	DU/DT Filter Price Each Total Price Manufacturer Name Product No	1	\$898 91 \$898 91 pentair penad-130b	\$1,263 23 \$1,263 23 Pentair Filter NEMA12	\$1,123 54 \$1,123 54 Pentair AD-130B2837	\$0 00 \$0 00 Included with Drives where required Included with Drives where required

City of San Antonio Bid Tabulation

Opened January 24 2014						
For Municipal Swimming Pool Energy Retrofits						
6100003839		JG				
Item	Description	Quantity	NON-LOCAL Commercial Swm Management 4701 Prem Lane Suite 3A Pflugerville, TX 78660 512-244-7946	LOCAL Interpool Inc PO Box 680125 San Antonio TX 78268	NON-LOCAL Pools Unlimited, Inc 33145 Stahl Lane Bulverde, TX 78163	NON-LOCAL Progressive Commercial Aquatics, Inc 2510 Farrell Road Houston, TX 77073
L-1	Install VSPC	25				
	Price Each		\$675 00	\$2,000 00	\$2,954 00	\$2,770 00
	Total Price		\$16,875 00	\$50,000 00	\$73,850 00	\$69,250 00
L-2	Install VFP	5				
	Price Each		\$450 00	\$2,000 00	\$1,903 00	\$250 00
	Total Price		\$2,250 00	\$10,000 00	\$9,515 00	\$1,250 00
L-3	Install motor	4				
	Price Each		\$250 00	\$200 00	\$923 00	\$275 00
	Total Price		\$1,000 00	\$800 00	\$3,692 00	\$1,100 00
L-4	Install flow sensor	24				
	Price Each		\$150 00	\$400 00	\$996 00	\$495 00
	Total Price		\$3,600 00	\$9,600 00	\$23,904 00	\$11,880 00
L-5	Install Surge / Lightning Arrestor	27				
	Price Each		\$125 00	\$250 00	\$826 00	\$110 00
	Total Price		\$3,375 00	\$6,750 00	\$22,302 00	\$2,970 00
L-6	Install DU/DT Filter	1				
	Price Each		\$250 00	\$300 00	\$826 00	\$0 00
	Total Price		\$250 00	\$300 00	\$826 00	\$0 00
L-7	Misc electrical work (per hour)	20				
	Price Per Hour		\$125 00	\$85 00	\$95 00	\$85 00
	Total Price		\$2,500 00	\$1,700 00	\$1,900 00	\$1,700 00
L-8	Misc plumbing work (per hour)	20				
	Price Per Hour		\$95 00	\$85 00	\$85 00	\$75 00
	Total Price		\$1,900 00	\$1,700 00	\$1,700 00	\$1,500 00
L-9	Misc other work (per hour)	20				
	Price Per Hour		\$85 00	\$0 00	\$85 00	\$65 00
	Total Price		\$1,700 00	\$0 00	\$1,700 00	\$1,300 00
	Sub-Total		\$149,437 72	\$233,884 05	\$274,412 94	\$335,926 00
	Prompt Payment Discount		0%	2%	0 5%	0%
	Sub-Total with Prompt Payment Discount		\$149,437 72	\$229,206 37	\$273,040 88	\$335,926 00
	Percentage between lowest responsive non-local and local bid			53 379%		
	Price differential			\$79,768 65		
	Payment Terms		Net 30	2%, 10 Days	0 5%, 10 Days	Net 30
	Total		\$149,437 72	\$233,884 05	\$274,412 94	\$335,926 00
	Total Award		\$149,437 72			



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100003839

MUNICIPAL SWIMMING POOL ENERGY RETROFITS

Date Issued: DECEMBER 20, 2013

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM JANUARY 24, 2014

Bids may be submitted by any of the following means
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses

Physical Address

City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address

City Clerk's Office
P O Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"MUNICIPAL SWIMMING POOL ENERGY RETROFITS"

Bid Due Date 2 00 p m , JANUARY 24, 2014

Bid No 6100003839

Bidder's Name and Address

Bid Bond NO Performance Bond NO Payment Bond NO Other NO

See Supplemental Terms & Conditions for information on these requirements

Affirmative Procurement Initiative NOT APPLICABLE DBE / ACDBE Requirements NO

See Instructions for Bidders and Attachments sections for more information on these requirements

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on JANUARY 7, 2014 at 11 00 AM at SAN ANTONIO NATATORIUM,
1430 W CESAR E CHAVEZ BOULEVARD, SAN ANTONIO, TX 78207

Staff Contact Person JENNIFER GATES, PROCUREMENT SPECIALIST II, P O Box 839966, San Antonio, TX 78283-3966

Email JENNIFER GATES@SANANTONIO GOV

SBEDA Contact Information EDSON ZAVALA, 210-207-3962, EDSON ZAVALA@SANANTONIO GOV

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids

Submission of Hard Copy Bids Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication

Bidders are prohibited from communicating with 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item, and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to IFB

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions.

until the bid due date City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB

Preparation of Bids

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City

Correct Legal Name If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected

Line Item Bids Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions

All or None Bids Any bid that is considered for award on an "all or none" basis must include a price for all units or line items In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration An "All or None" bid is one in which City will award the entire contract to one bidder only

Delivery Dates Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB Proposed delivery times must be specific Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order

Tax Exemption The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes Bidders must not include such taxes in bid prices An exemption certificate will be signed by City where applicable upon request by Bidder after contract award

Description of Supplies

Any brand names, 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 quality and capability desired

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications City shall be the sole judge of equality and suitability of comparable items

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City

Samples, Demonstrations and Pre-award Testing If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request Failure to comply with City's request may result in rejection of a bid All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense Samples will be returned upon written request Requests for return of samples must be made in writing at the time the samples are provided Otherwise, samples will become property of City at no cost to City Samples that are consumed or destroyed during demonstrations or testing will not be returned

Estimated Quantities for Annual Contracts

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document The quantities stated are estimates only and are in no way binding upon City Estimated quantities are used for the purpose of evaluation City may increase or decrease quantities as needed Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted, however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if

Bidder misstates or conceals any material fact in the bid, or

The bid does not strictly conform to law or the requirements of the solicitation,

The bid is conditional, or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

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

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

Tabulations The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

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

Prohibited Financial Interest The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale the City officer or employee, his parent, child or spouse, a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity, or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity

Conflict of Interest 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 the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person (1) begins contract discussions or negotiations with the City, or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk If mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966 If delivering a completed conflict of interest questionnaire, deliver to Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205 Bidder should consult its own legal advisor with questions regarding the statute or form Do not include this form with your sealed bid The Purchasing Division will not deliver the form to the City Clerk for you

004 - SPECIFICATIONS / SCOPE OF SERVICES

A. General Scope

CONTRACTOR will perform energy retrofits at City of San Antonio pools, as listed in **Exhibit 5**. These facilities are of varying ages and conditions. Retrofits may include the installation of variable speed pump controls or variable speed pumps, new piping or hydraulic infrastructure, installing flow meters, and the installation of electrical and mechanical protective equipment. These specifications are intended to define the level of quality and performance of the requested equipment/service and not to be restrictive. All variations from the specified items shall be fully explained and included with the bid. CONTRACTOR must review the Pool Retrofit Reports (Attachment H) and all applicable health and safety codes prior to scheduling retrofits.

B. Worksite Locations

- 1) CASSIANO PARK, 1440 S Zarzamora
- 2) CONCEPCION PARK, 600 E Theo
- 3) CUELLAR PARK, 502 S W 36th St
- 4) DELLVIEW PARK, 500 Basswood
- 5) ELMENDORF PARK, 4400 W Commerce
- 6) FAIRCHILD PARK, 1214 E Crockett
- 7) GILBERT GARZA PARK, 5800 Hemphill
- 8) HERITAGE N A POOL, 1423 S Ellison Drive
- 9) JIMMY FLORES PARK, 801 W Southcross Blvd
- 10) KENNEDY PARK, 3299 S W 28th St & Emerson
- 11) KINGSBOROUGH PARK, 350 Felps St
- 12) LADY BIRD JOHNSON PARK, 10700 Nacogdoches Road
- 13) LINCOLN PARK, 2803 E Commerce
- 14) MONTERREY PARK, 5919 W Commerce
- 15) NEW TERRITORIES PARK, 9023 Bowen Drive
- 16) ROOSEVELT PARK, 300 Roosevelt
- 17) ROSEDALE YMCA, 2900 Ruiz St
- 18) SAN ANTONIO NATATORIUM, 1430 W Cesar E Chavez Boulevard
- 19) SAN PEDRO SPRINGS PARK, 2200 N Flores
- 20) SOUTHSIDE LIONS PARK, 3100 Hiawatha and Stringfellow
- 21) SPRING TIME PARK, 6571 Spring Time
- 22) SUNSET HILLS PARK, 103 Chesswood
- 23) WESTWOOD VILLAGE PARK, 7601 W Military
- 24) WOODLAWN PARK, 221 Alexander Ave

C. Installation

NOTE: Prior to beginning improvements at other locations, CONTRACTOR will perform the specified retrofit at the San Antonio Natatorium. All work will be conducted as described in the Scope of Services. Measurements will be collected and provided to the CITY and flow rates will be monitored to ensure compliance with all relevant health codes. Upon successful completion of the work at the San Antonio Natatorium, work at other facilities may commence.

- 1 All work performed is to be in compliance with all applicable state and local codes as required by the City of San Antonio, including but not limited to
 - a Texas Administrative Code, Title 25, Part 1, Chapter 265, Subchapter L "Standards for Public Pools and Spas"
 - b ANSI/NFPA 70 - National Electrical Code
- 2 Isolate and lockout all power supply to any electrical components being altered or replaced
- 3 Remove and dispose as necessary any existing motor starters / control equipment and any discarded wiring, conduit or other electrical, plumbing or mechanical equipment. The City reserves the right to retain any removed equipment
- 4 Install Surge/Lightning Arrestor for each Variable Speed Pump (VSP) and Variable Speed Pump Controller (VSPC) installed
- 5 Furnish and install the equipment as specified herein and in the schedules, including variable speed pump controllers (VSPC's), digital flow sensors, du/dt filters, variable flow pumps (VFP's) and any ancillary equipment required to complete the installation. Provide wiring and interconnection, and start-up and test services to provide variable speed motor operation
- 6 Provide and install all electrical conduits, wire connectors, etc as required by for the installation and applicable codes. Motor wiring, power wiring and control wiring shall be in separate conduit

- 7 Installation in accordance with the manufacturer's recommendations shall be verified by the City-approved third-party consultants
- 8 VSPC's shall be mounted to a permanent wall within close proximity to the controlled pump motor. Furnish and install all mounting hardware, brackets and/or strut as required to complete the installation. Installation of the VSPC's shall be within 16' of the pump wherever practical.
- 9 For outdoor installations, VSPC shall be protected from the elements as follows
 - a NEMA 4X enclosed VSPC's shall be mounted in such a way as to avoid direct sunlight, overhead precipitation and ice accumulation
 - b NEMA 12 or IP54 enclosed VSPC shall be fully sheltered on all sides and from above to provide protection against sun, precipitation and snow/ice accumulation. Side protection shall extend down on all sides to at least 18" below the bottom of the VSPC to provide protection from windblown rain and debris, and corrosion that could result
 - c In either case, adequate venting / cooling and protection from the elements shall be provided to ensure full operation of the VSPC without de-rating
- 10 Install digital flow sensor in accordance with the manufacturer's instructions. In the event that there is no practical location to install the sensor within manufacturer's recommendations, the contractor shall document and notify the City prior to installation.
- 11 Complete all wiring and interlocks to achieve the functionality described in the Programming section
- 12 Examination. Contractor to verify that job site conditions for installation meet factory recommended and code-required conditions for VSPC installation prior to start-up, including clearance spacing, temperature, contamination, dust, and moisture of the environment
- 13 Program the VSPC with basic motor parameters and test and ensure full functionality and proper communication with the Flow Sensor prior to Commissioning

D. Equipment

NOTE: All equipment offered shall be complete with all parts, necessary for their safe, effective and trouble free operation and functionality / programming as described within this specification. Such components shall be deemed to be within the scope of supply, irrespective of whether they are specifically mentioned in this specification.

1. Variable Speed Pump Controllers (VSPC's)

- a VSPC shall be fully enclosed in a corrosion resistant NEMA 12/IP54 enclosure or a NEMA 4X/IP66 enclosure, provided the installation conforms to the installation requirements
- b VSPC and all required options will be incorporated by the VSPC manufacturer into an integrated package, with a single input feed and main disconnect
- c Cooling shall be via an aluminum heat sink and shall prevent the introduction of ambient air to the electronics. With the exception of the water-resistant heat sink fan, all electronics shall be fully sealed within the enclosure. The VSPC shall have temperature controlled cooling fan(s). So called 'NEMA 12 or NEMA 4 Vented' enclosures are not permitted. No side clearance shall be required for cooling of the units
- d Each VSPC shall have MAINS fusing and a disconnect on-board to minimize the need for ancillary fuses and disconnect. Disconnect shall be accessed on the front panel of the VSPC
- e Each VSPC shall include a battery back-up, for the purpose of maintaining programming in the event of a short-term power outage
- f The VSPC shall convert incoming fixed frequency AC power into a variable frequency and voltage for controlling the speed of three-phase AC induction motors. The PWM output waveform shall closely approximate a sine wave
- g The VSPC selected must be able to source the motor's full load nameplate amperage (fundamental RMS) on a continuous basis, and be capable of running the motor at its nameplate RPM, voltage, current, and slip without having to utilize the service factor of the motor
- h The VSPC shall automatically adjust output voltage to the motor to maximize motor efficiency
- i VSPC shall provide full torque to the motor given input voltage fluctuations of up to +10% to -15% of the rated input voltage. Line frequency variation of $\pm 2\%$ shall be acceptable
- j All products shall be CE marked, UL labeled, and meet the requirements of UL-508C
- k All VSPC's shall be completely tested by the manufacturer prior to shipment. Test documents shall be made available on request
- l Harmonics. VSPC shall include DC link reactor equivalent to minimum 5% AC line reactor (as defined by the manufacturer), in order to reduce/eliminate the addition of harmonic distortion to the electrical system
- m Protective Features. VSPC shall have input surge protection such as MOV's, spark gaps, and/or Zener diodes to withstand surges of up to 2.3 times line voltage for up to 1.3 msec. VSPC shall include circuitry to detect phase imbalance and phase loss on the input side of the VSPC
- n Interface Features. VSPC shall include an integral, alphanumeric backlit display keypad (LCP)

- o VSPC Display shall have the ability to display different parameters about the VSPC or load including flow in GPM, current (amps), frequency (Hz), speed (% of full), DC bus voltage, output voltage, and input signal in mA
- p Means such as physical keys or password lockouts shall be provided to prevent unauthorized changes to the programming of the VSPC
- q VSPC shall offer as standard an internal clock. The internal clock shall be included for Timed Actions, Energy Use Metering, Trending Analysis, date/time stamps on alarms, Logged data, Preventive maintenance, or other uses
- r There shall be six fully programmable digital inputs for interfacing with the systems external control and safety interlock circuitry. Two of these inputs shall be programmable as inputs or outputs
- s The VSPC shall have two analog signal inputs. Inputs shall be programmable for either 0 -10V or 0/4-20 mA. The run permissive circuit shall also be capable of sending an output signal as a start command to actuate external equipment before allowing the VSPC to start. The VSPC shall be equipped with a standard RS-485 serial communications port and front-of-drive accessible USB port
- t VSPC shall include an automatic acceleration and deceleration ramp-time function to prevent nuisance tripping and simplify start-up
- u The VSPC will include an auto-restart function that enables the VSPC to power up in a running condition after a power loss, to prevent the need to manually reset and restart the VSPC. The VSPC shall be reprogrammable in terms of number of restart attempts and time between restart attempts
- v All enclosures shall be UL Listed, and assembled by the VSPC manufacturer in an ISO 9001 registered facility
- w Service Conditions: Temperature of the VSPC, -10 to 45°C (14 to 113°F) 0 to 95% relative humidity, non-condensing. Elevation to 1000 meters (3,300 feet) without de-rating. VSPC's must be able to handle the FLA of the pump motors at an ambient temperature of 113° F

2. Variable Flow Pumps

- a Where called out in the Pool Facilities Equipment Schedule (Exhibit 5, Attachment H), existing pump/motor(s) shall be replaced with a VFP
- b Variable flow pump shall be based on a pump wet-end (housing, impeller, diffuser)
- c Pump shall include a premium-efficient permanent magnet motor and on-board variable frequency drive
- d Pump shall automatically monitor and adjust flow rates to meet a specific recirculation set-point in GPM
- e Variable Speed pumps may be substituted if a digital flow sensor is furnished and installed in a closed loop system to automatically adjust speed to meet a specific recirculation set-point in GPM
- f VFP shall be CE Certified, NSF Certified, UL and CSA Listed
- g VFP shall be capable of at least 140 GPM @ 50' TDH, 80 GPM @ 80' TDH and shall not dead-head below 87' TDH

3. Digital Flow Sensor / Saddle

- a A digital flow sensor shall be installed on the effluent filtered return piping of all systems with VSPC installations
- b The flow sensor shall be insertion paddlewheel, with an electrical output signal proportional to flow velocity over a range of 0.3-20 feet per second
- c Signal transmission lengths shall be capable of distances up to 200 feet
- d With a fully developed flow profile, the sensor output shall be linear to $\pm 1\%$ of full range, with a repeatability of $\pm 0.5\%$ of full range, and supplied with a certificate traceable to N I S T. The sensor shall be FM approved
- e The sensor shall have integral mount electronics capable of 4-20mA output or equivalent if compatible with the VSPC. The sensor shall not create a pressure drop $> 1\text{psi}$ at any flow rate
- f The sensor body materials shall be glass-filled polypropylene. The flow sensor shall be equipped with dual O-ring FPM-Viton seals. Rotor pins shall be Titanium. Rotor material shall be black PVDF
- g Furnish and install mounting saddle to match the effluent pipe size of the system and flow sensor model / size. Saddle shall be as approved or provided by the Flow Sensor manufacturer. For pipe sizes 8" or less, the saddle shall be constructed of PVC and shall be of a "clamp-on" design. For 10" and larger, iron clamp-on saddles may be used
- h Approximate size of effluent pipe is provided in the schedule (Attachment H) for budgeting. However, contractor shall verify appropriate sized flow sensor based on available horizontal pipe in the room and supply a functioning flow sensor at no additional cost to the City

4. Surge / Lightning Arrestor

- a Each new VSPC or VFP shall be protected by an additional Surge / Lightning Arrestor to allow for common replacement, spares, and return to service without needing to disassemble, repair or replace the VSPC or VFP or any of its on-board components
- b On board lightning / surge protection is not deemed acceptable

- c Arrestor shall be a rapid response, high current delta Silicon Oxide surge/lightning arrestor/suppressor
- d The Surge Arrestors shall conform to the latest editions and amendments available at the time of supply, conforming to IEEE Std C62 34, Intertek ETL listed, CAN/CSA C22 2 No 8 and shall be suitable for electrical equipment Category B & C and Type 1 & 2
- e Arrestor shall be compatible with the supply voltage and phase and shall remain operable for Supply voltage +10%/-15% and Frequency +/-5%

5. Du/Dt Filter

Shall be provided to protect existing installed AC motors not specifically designed for use, or referred to as "inverter duty" rated devices, unless specifically deemed acceptable by the motor manufacturer. Filter shall be mounted on a grounded metal plate or cabinet frame within a properly grounded NEMA 12 enclosure to be protected from environmental weather conditions. Consult with manufacturer's recommendations for space requirements surrounding the filter as well as maximum cable lengths between motor and variable frequency device.

6. Replacement Motors

Where called out in the schedule, furnish and install new 3 Phase Pump Motors along with any ancillary parts recommended by the pump manufacturer (e.g. seal kit) during motor replacement. Pump motors must be rated by the motor manufacturer for use with Variable Frequency Drives (e.g. inverter duty). Motors shall be rated as NEMA Premium Efficient with insulation Class F. Motors shall be Full Rated to the HP shown in the schedule with a Service Factor of no less than 1.15.

E. Programming

1. Each VSPC and VFP shall be programmed to meet the following requirements
 - a Automatic Flow Control. The system shall be programmed to automatically adjust the pump's speed to maintain a constant flow set-point in Gallons per Minute (GPM) in order to compensate for variable resistance in the filter between backwashes. The system shall maintain a minimum flow (GPM) required to meet State turnover rates. Flow set point shall be readily reprogrammable.
 - b Off Hours (Night Time) Mode. System shall be capable of Off Hours mode, where the system can be programmed to automatically reduce speed to a preset minimum speed or lower flow set-point based on programmed time parameters within the parameters established by State code.
 - c Hand Mode. An operator shall be able to over-ride the automatic functionality and manually increase the speed of the pump as required to meet turnover rates in excess of State minimum where required to maintain water clarity. For VSPC's, Hand Mode shall be password protected as determined at time of commissioning.
 - d Each VSPC shall be programmed with a minimum speed that will be determined at time of commissioning. VSPC shall be programmed not to go below this minimum speed even in Hand Mode.
 - e Each VSPC shall be capable of maintaining at least three full complete sets of programming parameters (i.e. Set Ups) if required by the City, e.g. In-Season, Off-Season parameters.

F. Start-Up/Commissioning/Quality Assurance

1. Commissioning as defined herein shall be included in the bid response. For each pool, the contractor shall coordinate with the City a visit to each site, accompanied by an authorized representative of the VSPC or VFP manufacturer, to
 - a Equipment Verification. The systems shall be as specified in the bid and installed and setup in accordance with manufacturer's instructions, electrical and mechanical code and this specification.
 - b Programming Verification. Ensure Programming has been completed as defined above and to the City's satisfaction.
 - c Automatic Flow Control. The system shall be programmed to automatically adjust the pump's speed to maintain a constant flow set-point in Gallons per Minute (GPM) in order to compensate for variable resistance. This flow rate shall be verified meet the applicable health code standard.

G. City Staff Training

1. On-site training for each type of equipment installed or upgraded shall be included in the bid. For each type of equipment, the contractor shall coordinate with the City on-site training, accompanied by an authorized representative of the VSPC or VFP manufacturer, to
 - a Train City staff for a minimum of one day in the proper operation and re-programming of each type of equipment.

2. An authorized representative of the VSPC or VFP manufacturer to be available for follow up assistance questions either in person or by email or phone communication
3. All items bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the items are installed, not on the delivery date. Contractor shall attach a copy of the manufacturer's warranty and specifications to Contractor's bid. Warranty service and parts must be available within a 50 mile radius of San Antonio City Hall from a factory authorized dealer.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000 This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable

All or None Bid

City of San Antonio will make award to one bidder only

Insurance

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department – Purchasing Division, which shall be clearly labeled "Municipal Swimming Pool Energy Retrofits" in the Description of Operations block of the Certificate The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf The City will not accept a Memorandum of Insurance or Binder as proof of insurance The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department – Purchasing Division No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement In no instance will City allow modification whereby City may incur increased risk

C) A Contractor's financial integrity is of interest to the City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below

TYPE	AMOUNTS
1 Workers' Compensation 2 Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3 Broad form Commercial General Liability Insurance to include coverage for the following a Premises/Operations *b Independent Contractors c Products/Completed Operations d Personal Injury e Contractual Liability f Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence, \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f \$100,000
4 Business Automobile Liability a Owned/leased vehicles b Non-owned vehicles c Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: City's Finance Department – Purchasing Division
P O Box 839966
San Antonio, Texas 78283-3966

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies,

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy,

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments

Attachment A – Price Schedule rev 1, 1-10-14

Attachment B – Local Preference Program Identification Form

Attachment C – SBEDA Language

Attachment D – Utilization Plan

Attachment E – Supplemental Information to Conflict of Interest Requirement

Attachment F – Non-Discrimination Ordinance

Attachment G – Contractor Minimum Qualifications Form rev 1, 1-10-14

Attachment H – Pool Facilities Equipment Schedule (Exhibit 5) rev 1, 1-10-14

Attachment I – Energy Conservation Site Visit Reports

Attachment J – Contractor Reference Form

Attachment K – Energy Conservation Site Visit Pictures

Attachment L – Project Timeline rev. 1, 1-17-14

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act

Delivery of Goods/Services

Destination Contract Vendor shall deliver all goods and materials F O B , City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order Vendor shall bear the risk of loss until delivery Freight charges will be paid only when expedited delivery is requested and approved in writing by the City Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein

Failure to Deliver When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof In addition, Vendor may be removed from the City's list of eligible bidders

Purchase Orders Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order Vendor must have the purchase order before making any delivery

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

Testing After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications Initial testing shall be at City's expense However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same If invoiced, Vendor shall pay City within 30 calendar days' of the invoice

Warranty A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment

Address for Invoices All original invoices must be sent to City of San Antonio, Attn Accounts Payable, P O Box 839976, San Antonio, Texas 78283-3976

Information Required On Invoice

All invoices must be in a form and content approved by the City City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract Invoices are required to show each City Purchase Order Number Invoices must be legible Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City

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

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

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

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract:

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director,
- do not involve an increase or decrease in contract price of more than \$25,000, and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination

Termination-Breach Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City 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 Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION

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

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

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

Ownership of Documents Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City, and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC 1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract

Binding Contract This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein

Entire Agreement This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.

10035542

Signer's Name

MITCHELL BOZEM

Name of Business

COMMERCIAL SWIM

Street Address

4701 BRIEM LN SUITE 3A

City, State, Zip Code

Pflugerville, TX 78660

Email Address

INFO@COMMERCIALSWIM.COM

Telephone No.

512-244-7946

Fax No.

512-788-9930

City's Solicitation No.

0100003839



Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation

Assignment - a transfer of claims, rights or interests in goods, services or property

Bid - a complete, signed response to a solicitation The term "bid" is synonymous with the term "offer"

Bid Opening - a public meeting during which bid responses are disclosed

Bidder - a person, firm or entity that submits a bid in response to a solicitation The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City

City - the City of San Antonio, a Texas home-rule municipal corporation

Contract - the binding legal agreement between the City and Vendor

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract

Director - the Director of City's Purchasing & General Services Department, or Director's designee

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract The term "offer" is synonymous with the term "bid"

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening

Specifications - a description of what the City requires and what the bidder must offer, a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City

Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid

009 - ATTACHMENTS

PRICE SCHEDULE rev. 1, 1-10-14
Municipal Pool Energy Retrofits

VSPC: Variable Speed Pump Controller

VFP: Variable Flow Pump

VSP: Variable Speed Pump

Quantities reflected in price schedule below are totals for all sites. Respondents need **NOT** submit a separate price schedule for each location. The City anticipates awarding base bid items and may award alternate items if within budget.

Item	Type	Product	Estimated Unit Qty.		Proposed Unit Price	Total Price (base qty + alt qty) x (unit price)	Manufacturer	Model
			Base Bid	Alternate				
C-1	Controllers	VSPC: 5 HP, 230V, single-phase, outdoor	0	2	3,351.77	6703.53		
C-2	Controllers	VSPC: 7.5 HP, 230V, three-phase, indoor	2	0	\$1738.55	\$3477.10	pentair	penad075x
C-3	Controllers	VSPC: 10 HP, 230V, single-phase, outdoor	0	1	5698.56	\$5698.56	pentair	penad100x2303
C-4	Controllers	VSPC: 10 HP, 230V, three-phase, indoor	2	0	\$1880.08	\$3760.15	pentair	penad100x
C-5	Controllers	VSPC: 15 HP, 230V, three-phase, indoor	3	0	2028.11	6084.34	pentair	penad150x-2303
C-6	Controllers	VSPC: 15 HP, 230V, three-phase, outdoor	3	0	3,276.05	9,828.15		
C-7	Controllers	VSPC: 15 HP, 460V, three-phase, indoor	0	1	2,087.41	2,087.41		
C-8	Controllers	VSPC: 15 HP, 460V, three-phase, outdoor	1	0	3,726.05	3726.05	pentair	penad150x
C-9	Controllers	VSPC: 20 HP, 230V, three-phase, indoor	6	0	2,398.86	\$14393.18	pentair	penad200x-2303
C-10	Controllers	VSPC: 20 HP, 460V, three-phase, outdoor	2	0	3,572.79	7,145.58		
C-11	Controllers	VSPC: 30 HP, 230V, three-phase, indoor	0	1	3826.15	3826.15	pentair	penad300x
C-12	Controllers	VSPC: 40 HP, 230V, three-phase, outdoor	1	0	5375	5375.00	pentair	penad400x
P-1	Pumps & Motors	VFP : 3 HP, 230V , three-phase ³	3	2	\$1583.05	\$7915.12	pentair	pen011012
P-2	Pumps & Motors	Motor: 5 HP, 230V, three-phase	0	4	1,194.56	4,778.24		
S-1	Flow Sensors	Flow sensor for a 4" diameter pipe	2	2	\$840.44	\$3361.75	pentair	pen97014
S-2	Flow Sensors	Flow sensor for a 6" diameter pipe	11	2	\$914.73	11,891.43	pentair	pen97016
S-3	Flow Sensors	Flow sensor for an 8" diameter pipe	6	1	\$976.49	6835.41	pentair	pen97016-4208

Item	Type	Product	Estimated Unit Qty.		Proposed Unit Price	Total Price (base qty + alt qty) x (unit price)	Manufacturer	Model
			Base Bid	Alternate				
M-1	Misc.	Surge / Lightning Arrestor	22	5	303.75	8,201.25		
M-2	Misc.	DU/DT Filter	1	0	898.91	898.91	pentair	penad-130b
L-1	Labor ⁴	Install VSPC	20	5	675.00	16,875.00		
L-2	Labor ⁴	Install VFP	3	2	450.00	2,250.00		
L-3	Labor ⁴	Install motor	0	4	250.00	1,000.00		
L-4	Labor ⁴	Install flow sensor	19	5	150.00	3,600.00		
L-5	Labor ⁴	Install Surge / Lightning Arrestor	22	5	125.00	3,375.00		
L-6	Labor ⁴	Install DU/DT Filter ²	1	0	250.00	250.00		
L-7	Labor	Misc. electrical work (per hour)	10	10	125.00	1,250.00		
L-8	Labor	Misc. plumbing work (per hour)	10	10	95.00	950.00		
L-9	Labor	Misc. other work (per hour)	10	10	85.00	850.00		
GRAND TOTAL						146,387.31		

Note 1: Instead of a VFP, contractor may instead bid a VSP with flow sensor control, installed in a closed loop system. System HP may differ from what is proposed if change is justified by CONTRACTOR.

Note 2: Effluent Pipe Sizes to be confirmed by CONTRACTOR

Note 3: Quantity is estimated; contractor must confirm locations where DU/DT filters are required at time of bid.

Note 4: Pricing for equipment installation constitutes full service, including all costs associated with labor, tools, equipment, supervision, and other items necessary to complete the work described in Section 004, Scope of Services.

Note 5: CONTRACTOR should plan accordingly for site available utility. Lady Bird Johnson has 3 Phase power at the panel.

**City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form**

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- **Non-professional Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods;

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	COMMERCIAL SWIM	
Physical Address:	4701 PRAEM LN SUITE 3A	
City, State, Zip Code:	Pflugerville, TX 78660	
Phone Number:	512-244-7946	
Email Address:	INFO@COMMERCIALSWIM.COM	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

MITCHELL BOUZEK
(Print Name) Authorized Representative of Respondent


(Signature) Authorized Representative of Respondent

MANAGER
Title

1/23/14
Date

This Local Preference Identification Form must be submitted with the respondent's bid/proposal response.



**CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT**

**CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: *Municipal Swimming Pool Energy Retrofits*

RESPONDENT NAME: COMMERCIAL SWIM

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: COMMERCIAL SWIM	146,387.21	100		
SAePS Vendor #: V10018453			SCTRCA #:	47057
List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				
Sub:	\$	%	SCTRCA #:	
SAePS Vendor #:				

Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (EAPS). To learn more about how to register, please call (210) 207-0119 or visit <http://www.sanantonio.gov/purchasing/ehelp.html>.

Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
A.Total Prime Participation:		\$ 146,387.31	100	% A. Total base bid amount to be kept by prime.
B.Total Sub Participation:		\$ 0	0	% B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:		\$ 0	0	% C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:		\$ 146,387.31	100	% D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3800 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: MITCHELL BOOZEK Sign:  Title: MANAGER
Date: 1/23/14

FOR CITY USE

Action Taken: Approved _____ Denied _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT



City of San Antonio

ADDENDUM I

SUBJECT: Municipal Swimming Pool Energy Retrofits, Formal Invitation for Bid, (IFB 6100003839), Scheduled to Open: January 17, 2014; Date of Issue: December 20, 2013

FROM: Paul J. Calapa, Procurement Administrator

DATE: January 10, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED FORMAL INVITATION FOR BID

THE ABOVE MENTIONED FORMAL INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JANUARY 22, 2014; 2:00PM LOCAL TIME.
2. Change 004 – Specifications / Scope of Services, D. Equipment, 1. Variable Speed Pump Controllers (VSPC's), I. Harmonics, change to "VSPC shall include DC link reactor equivalent to minimum 5% AC line reactor (as defined by the manufacturer), in order to reduce/eliminate the addition of harmonic distortion to the electrical system."
3. Change 004 – Specifications / Scope of Services, Change all references to Pool Facilities Equipment Schedule within the specifications from Attachment G to Attachment H.
4. Change Pool Facilities Equipment Schedule (Exhibit 5), Change the size of the Flow Sensor Effluent Pipe size (to be confirmed by contractor) to 8" at the San Antonio Natatorium.
5. ADDED: Price Schedule rev. 1, 1-10-14 (Attachment A). Attached as a separate document.
6. ADDED: Supplemental Information to Conflict of Interest Requirement (Attachment E). Attached as a separate document.
7. ADDED: Contractor Minimum Qualifications Form rev. 1, 1-10-14 (now Attachment G). Attached as a separate document.
8. ADDED: Pool Facilities Equipment Schedule (Exhibit 5) rev. 1, 1-10-14 (now Attachment H). Attached as a separate document.
9. ADDED: Energy Conservation Site Visit Pictures (Attachment K). Attached as a separate document.
10. ADDED: Prospective Project Timeline (Attachment L). Attached as a separate document.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On January 7, 2014, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Municipal Swimming Pool Energy Retrofits project. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows.

- Question 1: Can the contractor use existing equipment when splicing or do they have to install new equipment? Example: CoSA does not allow contractors to splice into electrical panels but can the contractor splice/utilize the existing motor control panels?
- Response: Contractor may utilize any method the contractor desires to accomplish the installation, given that the equipment is bid, installed, and setup in accordance with manufacturer's instructions, electrical and mechanical code, and the specifications of **Section 004**. In the example provided it is recommended that the contractor replace the motor starter with the new VSPC (whether the motor starter is part of a motor control panel or is a separate box) as the motor starter is no longer needed.
- Question 2: If the wire length going to VSPC is not long enough to reach terminals in the controller can contractor splice the wire to get the extra length or will contractor be required to replace the wire? If we are required to replace the wire will that be considered miscellaneous electrical in the bid, or must that be included in the per unit price?
- Response: Contractor may utilize any method the contractor desires to accomplish the installation, given that the equipment is bid, installed, and setup in accordance with manufacturer's instructions, electrical and mechanical code, and the specifications of **Section 004**. The cost of ensuring proper wiring connection between the VSPC and the motor must be included in the cost of the VSPC equipment and the VSPC labor. Miscellaneous electrical work is intended for any issues encountered beyond regular installation of VSPCs, VFPs, motors, flow sensors, du/dt filters, and surge/lighting arrestors
- Question 3: In the specifications, Section D. Equipment, 1. VSPC's, i. Harmonics: states "The VSPC shall be provided with line-side harmonic reduction, as required, to ensure that the current distortion limits, as defined in table 10.3 of IEEE 519-1992, are met." This could be interpreted to mean that the contractor must ensure harmonics at the point of common coupling, main service, meet the standard. This would require total load studies and much more harmonic mitigation than the project intended. Can it be changed to ensure that harmonic requirements are met at the input of the drive?
- Response: This requirement has been removed from the scope of services. Refer to Item 2 of this Addendum.
- Question 4: For swimming pools with dual pumps, will contractors be able to use one flow meter?
- Response: No, in cases where there are two VSPC's/Pumps, it may require different flow rates for each to satisfy varying bodies of water/ volumes / turnover rates for each. Of the three sites which have dual pumps/dual VSPC's, two (Heritage and San Pedro) require two sensors. The third site (San Antonio Natatorium), has no room for two sensors.
- Question 5: There is no requirement for bypass capability in the VSPCs. This may be a concern if the pumps are critical to operation. Does the City want to add a bypass option?
- Response: Bypass of VSPCs is not required within the specification and need not be included within respondents' bids
- Question 6: Are the miscellaneous labor charges on the price schedule to be utilized for any potential unanticipated labor when performing the retrofits?
- Response: Miscellaneous labor charges are intended for any issues encountered beyond regular installation of VSPCs, VFPs, motors, flow sensors, du/dt filters, and surge/lighting arrestors. Respondents are encouraged to carefully review the the specifications of **Section 004** to accurately anticipate the labor involved to perform the retrofits. Bidders may also attend site visits and view pictures of the work sites (Attachment K) to assist in the bidding process.
- Question 7: Are there any additional pools that may require upgrades i.e. wading pools that aren't connected to the main pump system?
- Response: No, not as currently identified during the site audits.
- Question 8: Will any pools other than the Natatorium be available for retrofits prior to May?
- Response: Yes, there are four locations (Southside Lions, Lady Bird Johnson, Heritage, and

Woodlawn) that will be filled and operational at the time of spring break and will be available for retrofit and startup/programming/calibration/commissioning. All pools will be available for retrofit, pending Parks and Recreation staff availability to provide access, during regular business hours immediately upon contract award. However, most pools will not be filled until mid-May, so startup/programming/calibration/commissioning cannot happen until that time.

Question 9: Will any pools other than the Natatorium be available for retrofits prior to May?

Response: Yes, there are four locations (Southside Lions, Lady Bird Johnson, Heritage, and Woodlawn) that will be filled and operational at the time of spring break and will be available for retrofit and startup/programming/calibration/commissioning. All pools will be available for retrofit, pending Parks and Recreation staff availability to provide access, during regular business hours immediately upon contract award. However, most pools will not be filled until mid-May, so startup/programming/calibration/commissioning cannot happen until that time.

Question 10: Can the contractor view pictures of the work site i.e. where the starters are located, and work space before bid submission?

Response Yes, please refer to Attachment K - Energy Conservation Site Visit Pictures.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Below is a list of questions that were submitted in accordance with Restrictions on Communication. The City's official response to questions asked is as follows.

Question 1: Should this project require any bonds?

Response. No

Question 2. Is it possible to do a site visit for each work site before the bid submission?

Response: Prospective bidders may visit five (5) municipal swimming pools on Tuesday, January 14th.

1) 8:15 AM: New Territories, 9023 Bowen Drive

2) 9:00 AM: Heritage, 1423 S. Ellison Drive

3) 9:45 AM: Cuellar Park, 502 S.W. 36th St.

* Cuellar Park also represents Kingsborough Park and Gilbert Garza Park pools

4) 10:30 AM: Woodlawn, 221 Alexander Ave.

5) 11:15 AM: San Pedro, 2200 N Flores

These pools represent several different retrofit types. Additional site visits may be scheduled by contacting Jennifer Gates (210-207-4046) at least 24 hours in advance of a proposed site visit. Please note in reference to Section 003 - INSTRUCTIONS FOR BIDDERS, Restrictions on Communication, the last day to submit questions is January 15, 2014.

Question 3: What is the anticipated cost of this project?

Response. Respondents are responsible for providing competitive pricing independent of any City or consultant cost estimates.

Question 4: Is it possible for the awarded contractor to receive payment when work is completed per site?

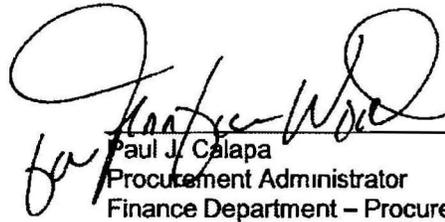
Response The awarded contractor may submit invoicing upon completion of each work site and the City will process payment upon the City inspection and approval of each completed work site.

Question 5: There appear to be many discrepancies with the information on the equipment schedule. For example, Concepcion Park has two 7.5 HP pumps but has a HP Rating of 15 HP on the equipment schedule. Also, Jimmy Florez Park has two 7.5 HP pumps but has a HP Rating

of 15 HP on the equipment schedule. These are just a couple of facilities found that do not coincide with the provided list. Should contractors bid as-is and get a change order, or does the engineer want to field verify and update the list?

Response: The equipment schedule describes the VSPPs/VFPs needed at each location to operate the pump or pumps. In cases where it was evident that two identical pumps are required to operate in parallel to meet necessary turnover rates and they are feeding a common header, the City in conjunction with our consultant selected one VSPP so that each pump will share a properly balanced load. This is the case for both Concepcion Park and Jimmy Flores Park.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****


Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date _____
Company Name _____
Address _____
City/State/Zip Code _____

Signature

PC/jg



City of San Antonio

ADDENDUM II

SUBJECT: Municipal Swimming Pool Energy Retrofits, Formal Invitation for Bid, (IFB 6100003839), Scheduled to Open: January 22, 2014; Date of Issue: December 20, 2013

FROM: Paul J. Calapa, Procurement Administrator

DATE: January 21, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED FORMAL INVITATION FOR BID

THE ABOVE MENTIONED FORMAL INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JANUARY 24, 2014; 2:00PM LOCAL TIME.**
- 2. ADDED: Project Timeline rev. 1, 1-17-14 (Attachment L). Attached as a separate document.**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Below is a list of questions that were submitted in accordance with Restrictions on Communication. The City's official response to questions asked is as follows.

Question 1: Will the opening date be extended for this bid?

Response: Yes; the bid will open on January 24, 2014.

Question 2: The majority of the installation sites don't meet the flow meters installation requirements thus will provide very inaccurate flow readings and will negatively affect the performance of the VFD greatly. How is this being addressed?

For example, the Signet 2537 flow meter installation manual provides recommended mounting locations. However, the photos of Cueller Pool present the following problems:

A) Not enough straight pipe for installation per manufacturer instructions

a. 6" Sch 40 PVC ID = 6 031"

b. Flow Meter Installation per manufacturer = 20 X ID of pipe = 10' downstream of 90 Degree Elbow and 2 5' before the next PVC fitting One of the pictures appears to show that we only have about 12" between 90 degree elbows.

c. The reason for this requirement is so that the water in the pipe has a chance to stabilize (removing the turbulents after a fitting).

B) Pipe is in a downward direction.

a. Per manufactures instructions a flow meter cannot be installed with pipe pointed in a downward direction.

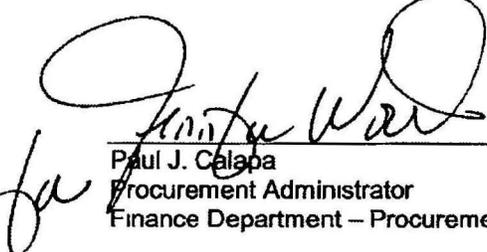
b. This is because the pipe may not be completely full of water thus giving very incorrect flow readings.

These situations are not uncommon in the pool industry and I would not be bringing it up if the flow meter was going to just provide a flow reading. However, the flow meter will not just be providing a reading it will part of a controls device so it is important that flow be monitored as accurately as possible so that the VFD can properly perform its task

When the VFD is properly performing its task the proper turnover rate will be achieved at the same time providing energy savings. This is tough to do if the device doesn't have a good flow reading.

Response: As referenced in 004 - Specifications / Scope of Services, C. Installation, 10. "Install digital flow sensor in accordance with the manufacturer's instructions. In the event that there is no practical location to install the sensor within manufacturer's recommendations, the contractor shall document and notify the City prior to installation." This specification, along with the requested Price Schedule, is provided in acknowledgement that because of the scope of this project, it may be impractical for the contractor to identify all such obstacles prior to bid date. It is the City's intent that, upon notification the City will decide whether such flow sensor shall be installed or if an alternate programming method based on speed alone shall be recommended to the City, by the bidder.

While Cuellar and others locations may not have straight pipe lengths sufficient to meet flow meter manufacturers' recommendation, this does not mean flow meters cannot be used successfully to manage system flow rates. Turbulence introduced by nearby fittings and valves will impact flow reading accuracy, primarily by adding large fluctuations (pulses) in velocity, but as the contractor has noted, this is not at all uncommon, which is why flow averaging is part of the flow meter design. The VFDs will be controlled based on the average flow rate, which will be consistent throughout the filter loading cycle, thus not impacting the overall objective of keeping filtration rates in compliance with health and safety code. The downside of larger flow variations due to flow meter location is a slightly higher flow rate will need to be set to assure the actual flow remains below the 8-hour turnover rate, something that is scheduled to be part of the post-installation Quality Control check


Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg



City of San Antonio

ADDENDUM III

SUBJECT: Municipal Swimming Pool Energy Retrofits, Formal Invitation for Bid, (IFB 6100003839), Scheduled to Open: January 24, 2014; Date of Issue: December 20, 2013

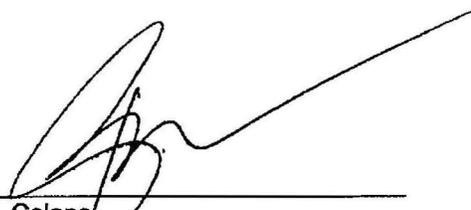
FROM: Paul J. Calapa, Procurement Administrator

DATE: January 23, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED FORMAL INVITATION FOR BID

THE ABOVE MENTIONED FORMAL INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

- 1. ADDED: January 7, 2014 Pre-Submittal Conference Sign-In Sheet. Attached as separate document.**
- 2. ADDED: January 14, 2014 Site Visit Sign-In Sheet. Attached as separate document.**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg

CONTRACTOR REFERENCE FORM

1. Contractor's primary point of contact for City account:

Name: MITCHELL BOUZEK

Title: MANAGER

Office Location: 4701 PRIEM LN SUITE SA

Mailing Address: P.O. Box 952 HUTTO, TX 78634

Telephone Number: 512-244-7946 Fax Number: 512-788-9930

Email Address: INFO @ COMMERCIALSWIM.COM

2. Business Information:

Year Established: 2007

Provide the number of years in business under present name: 7 years

3. References:

Provide three (3) references that Contractor has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

A. Reference No. 1:

Firm/Company Name: City of Austin

Contact Name: Mark MacDougal Title: PURCHASING

Address: 200 S LAMAR BVD

City: AUSTIN State: TX Zip Code: 78704

Telephone Number: 512-971-9335 Fax Number: _____

Email Address: MARK.MACDOUGAL @ AUSTIN TEXAS.GOV

Date and Type of Service(s) Provided: Repairs, NEW EQUIPMENT INSTALLATION

B. Reference No. 2:

Firm/Company Name: CITY OF NEW BRAUNFELS

Contact Name: KEN WILSON Title: ASST PARKS AND REC DIR

Address: 110 GOLF COURSE RD NEW BRAUNFELS, TX 78130

City: NEW BRAUNFELS State: TX Zip Code: 78130

Telephone Number: 830-637-0757 Fax Number: _____

Email Address: _____

Date and Type of Service(s) Provided: NEW INSTALLATION / REPAIRS

C. Reference No. 3:

Firm/Company Name: City of Killen

Contact Name: SUNDAE HEIN Title: AQUATICS DIRECTOR

Address: 2201 E VETERANS MEMORIAL BVD

City: KILLEEN State: TX Zip Code: 76542

Telephone Number: 254-338-2673 Fax Number: _____

Email Address: _____

Date and Type of Service(s) Provided: NEW INSTALLATION / REPAIRS

Municipal Pool Retrofit Installation CONTRACTOR – Minimum Qualifications rev. 1, 1-16-14

Included is a list of experience, qualification or certifications required of key project personnel. These are a summary of the minimum requirements that must be met in order to be considered for selection. If responding with "Yes" to any of the questions below, please concisely answer the associated questions to the best of your ability.

Respondents must reply "Yes" to at least 4 out of 6 questions in order to be considered for selection. CITY may request additional project details for any of the questions below to verify or substantiate the information provided.

1. Does Respondent or at least one member of the project team (including subcontractor(s)) have at least five (5) years of experience installing variable speed drives (VFDs) or variable speed pump controllers (VSPCs)?

Yes No If "Yes", list team members and number of years of experience.

Firm/Company Name: COMMERCIAL SWIM

Contact Name: MITCHELL BOZEK Job Title: MANAGER

Address: 4701 PRIEM LN SUITE 3A

City: Pflugerville State: TX Zip Code: 79660

Telephone Number: 512-244-7946 Fax Number: 512-788-9930

Email Address: [REDACTED]

Date and Type of Service(s) Provided: VFD INSTALLATION

Team Members and Number Years of Experience: MITCHELL BOZEK 12 YEARS

MIKE VAUGHN 18 YEARS FERNANDO RIOS 8 YEARS

2. Does Respondent or at least one member of the project team (including subcontractor(s)) hold one or more of the following professional certifications: Certified Pool Technician; Aquatic Facility Operator, Certified Pool/Spa Operator, Certified Pool/Spa Inspector? Respondent shall provide certifications with Respondent's bid.

Yes No If "Yes", list which certifications are held by installers.

Firm/Company Name: COMMERCIAL SWIM

Contact Name: MITCHELL BOZEK Job Title: MANAGER

Address: 4701 PRIEM LN SUITE 3A

City: Pflugerville State: TX Zip Code: 79660

Telephone Number: 512-244-7946 Fax Number: 512-788-9930

Email Address: [REDACTED]

Date and Type of Service(s) Provided: CPO INSTRUCTOR

Certifications Held by Installers: ~~EA~~ CERTIFIED POOL OPERATOR
AND INSTRUCTOR ON STAFF
AQUATICS FACILITY OPERATOR

3. Has Respondent or at least one member of the project team (including subcontractor(s)) installed VFDs or VFPCs on at least 3 commercial or municipal pools?

Yes No If "Yes", list the project names and locations.

Firm/Company Name: NITRO SWIM CENTER

Contact Name: MIKE KOLEBER Job Title: OWNER

Address: 15500 D TEXAS 71

City: BEE CAVE State: TX Zip Code: 78738

Telephone Number: 512-861-7946 Fax Number: _____

Email Address: _____

Project Names and Locations: NITRO SWIM CENTER, BEE CAVES, TX
CITY OF Pflugerville

4. Does Respondent or at least one member of the project team (including subcontractor(s)) have experience with the installation of digital flow sensors?

Yes No If "Yes", list the project names and locations.

Firm/Company Name: Gold's Gym INT.

Contact Name: SUZAN PIAZZI Job Title: FACILITIES COORDINATOR

Address: 4001 MAPLE AVE

City: DALLAS State: TX Zip Code: 75219

Telephone Number: 214-296-5007 Fax Number: 866-305-9804

Email Address: _____

Project Names and Locations: WESTLAKE GOLDS GYM

5. Does Respondent or at least one member of the project team (including subcontractor(s)) have technicians capable of tying digital flow sensors to VFDs/VFPCs and programming the units to ensure that minimum turnover rates are met?

Yes No If "Yes", list the project names and locations.

Firm/Company Name: PENTAIR

Contact Name: TRENT GARDNER Job Title: TERRITORY MANAGER

Address: _____

City: DALLAS State: TX Zip Code: _____

Telephone Number: 972-757-3041 Fax Number: 972-298-5492

Email Address: _____

Project Names and Locations: _____

6. Does Respondent or at least one member of the project team (including subcontractor(s)) have experience with the installation of DU/DT filters¹?

Yes No If "Yes", list the project names and locations.

Firm/Company Name: WESTWOOD COUNTRY CLUB

Contact Name: MARTIN VILLALOBOS Job Title: HEAD ENGINEER

Address: 3808 W 35th ST

City: AUSTIN State: TX Zip Code: 78703

Telephone Number: 512-610-0505 Fax Number: 512-451-7811

Email Address: _____

Project Names and Locations: POOL PUMP ROOM RENOVATIONS

¹ CONTRACTOR will be expected to determine at which locations DU/DT filters are required in order to ensure compatibility of existing motors with VFDs/VFPCs.