



**PURCHASING DEPARTMENT
REQUEST FOR QUOTE: STANDARD PURCHASES AND SERVICES
TERMS AND CONDITIONS**

Quotes are solicited for furnishing the goods, supplies, equipment and/or services as set forth in this solicitation. **Bids must be received electronically by date and time specified in SAWS IonWave and electronic bids cannot be accepted after the time and date specified in the Request for Quote.**

The Supplier agrees, if the quote is accepted, to furnish any and all items upon which prices are offered, at the price(s), and upon the terms and conditions contained in the solicitation. The period of acceptance of this bid will be 90 calendar days after the bid opening date as posted in SAWS IonWave.

By his/ her electronic signature, Supplier represents that he/she is authorized to bind the bidder, has read and agreed with the Terms and Conditions in the Request for Quote. Failure to provide requested information may result in rejection of your bid or quote in the sole discretion of SAWS.

1. **Acceptance of Purchase Order or PO:** A response to a SAWS solicitation and/ or Supplier's fulfillment of the Purchase Order constitutes Supplier's acceptance of the Purchase Order and its Terms and Conditions. Hereinafter all references to Contract shall mean Purchase Orders for purposes of these Terms and Conditions. The Purchase Order shall be governed, construed and interpreted under the laws of the State of Texas.
2. **New and Unused:** Unless otherwise specified, items ordered shall be new and unused and of current production. Items shall be free from all material defects and shall conform to the requirements of its intended purpose.
3. **Freight:** Quote must include F.O.B. Destination, freight prepaid and allowed unless otherwise specifically stated within the solicitation.
4. **Delivery:**
 - A. Bidder shall provide the number of calendar days for delivery from date of receipt of a PO. SAWS reserves the right to deem a bid response or quote as "non-responsive" if quoted delivery far exceeds the specified number of days. If no Suppliers can meet the specified delivery, SAWS will award to the lowest priced, responsive, responsible bidder with the delivery closest to the number of days specified. Supplier shall disclose any uncertainties related to delivery including without limitation when an item is out of stock or on back order.
 - B. Default in promised delivery or failure to meet specifications authorizes SAWS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Supplier in the sole discretion of SAWS.
 - C. If material fails to meet specifications, the Supplier will be notified by fax, mail or e-mail. The Supplier will have ten (10) working days after receipt of the notification to remove the rejected material from SAWS supply warehouses. Material not removed in the allotted time period will be removed at the Supplier's expense. Upon delivery of the correct material, Supplier shall also revise and resubmit invoices to SAWS related to any material that fails to meet specifications. SAWS shall not pay all or any portion of an invoice for materials that fail to meet specifications until such invoice is revised and resubmitted to SAWS.
 - D. **THE PRIOR PERFORMANCE OF SUPPLIER, INCLUDING, BUT NOT LIMITED TO PRIOR DELIVERY PERFORMANCE, MAY BE CONSIDERED WHEN DETERMINING WHETHER A QUOTE OR BID WILL BE ACCEPTED. IF A SUPPLIER HAS A POOR PERFORMANCE RECORD WITH SAWS, SAWS MAY DEEM THE SUPPLIER'S QUOTE OR BID AS NOT RESPONSIBLE OR NOT RESPONSIVE AND REJECT THE QUOTE OR BID IN THE SOLE DISCRETION OF SAWS.**
5. **Taxes:** Purchase of goods or services for SAWS are exempt from federal taxes, and State of Texas limited sales excise and use taxes. Upon award of the solicitation, the Supplier should request a Tax Exemption Certificate from the SAWS Purchasing Department prior to paying any applicable taxes. Under no circumstances shall SAWS be liable to pay taxes for which it has an exemption.
6. **Texas Public Information Act:** Suppliers are advised that all SAWS documents, including Purchase Orders, are subject to all requirements in Texas state and federal statutes regarding open government and are subject to the Public Information Act, Government Code Chapter 552 and disclosure to the public upon request, unless lawfully excepted.
7. **Prompt Payment Discount:**

- A. SAWS will take Supplier's offered prompt payment discount into consideration in determining the low bidder or when evaluating pricing. The evaluation will be based upon the net price as determined by applying the discount to the bid price, either per line item or total bid amount. SAWS may reject a discount if the percentage is so high as to create an overly large disparity between the price SAWS would pay if it is able to take advantage of the discount and the price SAWS would pay if it were unable to pay within the discount period.
- B. If no payment discount is offered, all payment terms shall be "Net 30 Days" unless otherwise specified in solicitation.
8. **Award:**
- A. Per §252.043 of the Texas Local Government Code, award will be made to the lowest responsible bidder.
- B. Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.
9. **Post Bid Documents Required from Bidders:**
- Certificates of Insurance:** If required, Insurance Specifications will be included in the Attachments Tab in IonWave. When required, the successful bidder must provide Certificates of Insurance in the amounts and for the coverage required within 10 business days of written notification of pending award. Certificates will be distributed as defined in the Insurance Specifications.
10. **Submission of Invoices:** Invoices shall be submitted to the SAWS Accounts Payable Department via mail or e-mail. If mailed, invoices should be sent to the following address:
San Antonio Water System
Attn: Accounts Payable
PO Box 2449
San Antonio, TX 78298-2449
If e-mailed to accountspayable@saws.org
- Once award is made, the appropriate Accounts Payable point of contact and contact information will be provided to include e-mail address. It is also permissible to provide an electronic invoice to the SAWS department that is the end user at the same time a copy is provided to Accounts Payable, but SAWS shall not pay an invoice that is sent only to the end user. At a minimum, invoice shall state: item(s) ordered, quantity, date of order, PO number, delivery location or name of SAWS employee that ordered and or who picked item up, invoice number, manufacturer's list price, discounted price or markup, and total invoice amount.
11. **Payment by SAWS:**
- A. SAWS 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 SAWS receives conforming goods under the PO; (2) the date performance of the service under the PO is completed; or (3) the date SAWS 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, and is made in US dollars only.
- B. The payment amount due on invoices may not be manually altered by SAWS personnel. Once disputed items are reconciled, Supplier must submit a corrected invoice, or a credit memorandum for the disputed amount. SAWS will not make partial payments on an invoice where there is a dispute without written consent of the applicable SAWS department.
- C. In connection with any discount offered, time will be computed from the date of receipt of goods or services, or from the date a correct invoice is received, whichever is later. Payment is deemed to be made on the date of mailing of the check.
12. **Indemnification:** SUPPLIER COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, SAWS AND THE BOARD MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF SAWS, 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 SAWS DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO SUPPLIER'S ACTIVITIES UNDER THIS CONTRACT OR PURCHASE ORDER, INCLUDING ANY ACTS OR OMISSIONS OF SUPPLIER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF SUPPLIER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS CONTRACT OR PURCHASE ORDER. IN THE EVENT SUPPLIER AND SAWS 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 SAWS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE SUPPLIER AGREES TO INDEMNIFY AND HOLD SAWS HARMLESS FROM ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS RELATED TO THE CONTRACT OR PURCHASE ORDER.

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. SUPPLIER

SHALL ADVISE SAWS IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST SAWS OR SUPPLIER KNOWN TO SUPPLIER RELATED TO OR ARISING OUT OF SUPPLIER'S ACTIVITIES UNDER THIS CONTRACT OR PURCHASE ORDER, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT SUPPLIER'S COST. SAWS SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SUPPLIER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

13. **Acceptance by SAWS:** SAWS shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Supplier. SAWS at its option may reject all or any portion of such goods or services which do not, in SAWS sole discretion, comply in every respect with all terms and conditions of the Purchase Order. SAWS may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If SAWS elects to accept nonconforming goods and services, SAWS, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate SAWS for the nonconformity. Any acceptance by SAWS, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
14. **Warranty:** The goods or services furnished under this Purchase Order shall be covered by the most favorable commercial warranties given to any customer for same or similar goods or services.
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.
15. **Assignment:** Except as otherwise stated herein, Supplier may not sell, assign, pledge, transfer or convey any interest in this Contract or Purchase Order, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written approval and consent of the SAWS Purchasing Director or designee. As a condition of such consent, if such consent is granted, Supplier shall remain liable for completion of the services and provision of goods outlined in this Contract or Purchase Order in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract or Purchase Order without said written approval, shall be void and shall confer no rights upon any third person.
16. **Safety:** Successful Supplier recognizes and agrees that safety is of great importance in performing any work for SAWS, regardless of the risk associated with the work. Supplier shall perform all work safely, in compliance with SAWS PPE Guidelines for Industrial Facilities, Vendor/Contractors safety program, and any additional safety standards, plans, procedures, rules or requirements set for in the Contract or Purchase Order.
17. **Governing Law:** The resultant Purchase Order or Contract and all of the rights and obligations of the parties and all of the terms and conditions under this Purchase Order will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Texas. Bexar County, Texas will be the proper place of venue for any legal action or proceeding arising out of this Purchase Order or Contract or enforcement of any provision in this Purchase Order or Contract.
18. **Financial Interest/ Gift Policy:** No officer or employee of SAWS shall have a financial interest, direct or indirect, in any Contract or Purchase Order with SAWS, or shall benefit financially, directly or indirectly, in the sale to SAWS of any materials, supplies, or services, except on behalf of SAWS as an officer or employee. This prohibition extends to all SAWS board and commissions other than those which are purely advisory. SAWS employees are prohibited from soliciting or agreeing to accept any gifts from outside sources pursuant to the SAWS Code of Ethical Standards.