Request for City Manager Signature

Project Name/Contract Number:	Micro-Solve Grease Annual Contract	# 224-294
Department Contact / Department Name:	Anthony Patin	W/WW
Date of City Council Approval: (Past or Recent)	October 15, 2024	2024-202R
Return Signed Document to:	Dustan Lukasik	EXT. 8164

Background/Purpose:

Approval of a new contract in the estimated annual amount of $82,200.

Micro-Solve grease control agent used to solubilize grease and accelerate and promote bacterial growth in the wastewater stream to condition and reduce sewer chokes in sewer mains.

Funding:

Project Number	Fund	Phase	GL Account	Amount
NTE				$82,200

Reviewed / Approved:

User Department Director: Paul Kite	DocuSigned by: Paul Kite 43379BAE7906491...	Date:	10/23/2024
Purchasing / Contracting POC: Dustan Lukasik, CTCM, CTCD	Signed by: Dustan Lukasik, CTCM, CTCD CAE31D4014914E2...	Date:	10/23/2024
Finance Director: (CDBG-DR)	N/A	Date:	
Purchasing Manager: Veronica Bradshaw, CPPB, CTCM	DocuSigned by: Veronica Bradshaw, CPPB, CTCM F110F6F01EFE4F1...	Date:	10/23/2024
Other Depts. as needed	N/A	Date:	

CITY OF SAN MARCOS

FINANCE DEPARTMENT
PURCHASING AND CONTRACTING
BUILDING 4
630 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78666

CONTRACT AWARD

This contract is between the City of San Marcos, Texas and the Contractor named below, pursuant to V.T.C.A Local Government Code, 252 as amended, in accordance with the City's Standard Terms and Conditions found at sanmarcostx.gov/StandardTermsandConditions, and attached Solicitation and Contract documents.

CONTRACT NAME AND NUMBER:	PURCHASING AND CONTRACTING POC:
224-294 Micro-Solve Grease Annual Contract	Dustan Lukasik, CTCM, CTCD dlukasik@sanmarcostx.gov Office: 512.393.8164
CONTRACTOR:	**CONTRACT AMOUNT:**
EGSW, LLC 5804 Babcock Rd. #169 San Antonio, TX 78240 Troy Scott Najar Phone: 512.775.5358 Email: troy@egsw.us	Barrel Price is: $2,200. Shipping: 4 drums per pallet = $1,200 per pallet. Estimated at 33 barrels per year: $72,600 with an additional shipping of $9,600.
CONTRACT START DATE:	**DELIVERY DATE / CONTRACT TERM / OPTIONAL EXTENSIONS:**
October 16, 2024	October 16, 2024 through October 16, 2025 with four (4) one (1) year renewal options ending October 15, 2029.

Rev

COSM USER DEPARTMENT AND POC:

Utilities – Water Wastewater Collection
2217 E. McCarty
San Marcos, TX 78666
Anthony Patin | W/WW Collection Manager
Email: apatin@sanmarcostx.gov
Office: 512.393.8029

The Above Contract Number Must Appear On All Correspondence, Invoices, Packing Sheets, and Bills Of Lading. Email invoices directly to: cosmap@sanmarcostx.gov

By execution of this contract below, Contractor agrees to all Terms, Conditions, and Specifications of the Contract Documents.

AUTHORIZED CITY OF SAN MARCOS SIGNATURE:		AUTHORIZED CONTRACTOR SIGNATURE:	
DocuSigned by: Stephanie Reyes 997622DA93C94EC...		Signed by: Troy Scott Najar 849DF796034B4A7...	
TYPED/PRINTED NAME: Stephanie Reyes		TYPED/PRINTED NAME: Troy Scott Najar	
TITLE: City Manager	DATE: 10/23/2024	TITLE: Chief	DATE: 10/23/2024

1. SUPPLEMENTAL TERMS AND CONDITIONS

A. TERM: The initial term of this contract will begin October 16, 2024, and go through October 15, 2025.

B. AUTOMATIC RENEWALS: This contract will be automatically renewed for four (4) additional one (1) year periods, provided all terms and conditions remain unchanged and in full force and effect. This option, if exercised, will be executed in the form, Authorization of Change In Service (Attachment "B"), signed by the Purchasing Manager to be issued not sooner than Ninety (90) calendar days prior to expiration of this contract, nor later than the final day of the established contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will require the contract to expire on the original or mutually agreed date. The total period of the contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years.

D. RIGHT TO ASSURANCE: Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made, and no such assurance is received within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

E. DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF: The Vendor/Contractor will not, without written consent of the Owner, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The Owner may set-off against the amount payable to any person under this contract any claim or charge it may have against the Vendor/Contractor.

F. CHANGE OF NAME: The Vendor/Contractor is responsible for the performance of this contract. In the event the Vendor/Contractor changes its name, the Purchasing Manager must be notified in writing immediately. No change in the obligation of the Vendor/Contractor will be recognized until such change is approved by the Purchasing Manager.

G. INSPECTION AND ACCEPTANCE: The Owner will inspect and accept delivery made under this contract or may reject any or all good(s) which is damaged, or which does not conform to specifications. The Vendor/Contractor will repair any minor damages noted during inspection. The Vendor/Contractor will be responsible for the proper delivery of goods to the address shown as the F.O.B. point.

H. PAYMENTS: Payment will be in accordance with Chapter 2251, Texas Government Code. Invoices will include the Contract Number, work description, unit price, quantity, extended price, and contract and/ or purchase order number.

1. Prior to receipt of Contract, the successful Bidder will complete a Request for Taxpayer Identification Number and Certification Form. The Owner will not issue payment until the properly completed form has been received.

2. Progress payments will be made by the Owner upon the completion and acceptance of the work performed under this contract, and submission of an original invoice to the City of San Marcos, Accounts Payable Division, 630 East Hopkins Street, San Marcos, Texas 78666, or cosmap@sanmarcostx.gov.

3. All payment terms will be "Net 30 Days" unless otherwise specified in these solicitation documents. The successful Bidder is encouraged to register for direct deposit payments prior to providing goods and/or services using the AP-ACH Direct Deposit form posted on the Owner's

website at: http://sanmarcostx.gov/2863/New-Vendors.

4. Vendors will submit invoices within sixty (60) days of completion of works/delivery of goods

K. OWNER REPRESENTATIVE: The Owner representative regarding administration of the resulting contract will be Anthony Patin, W/WW Manager. The Owner may change its designation of a representative by providing written notice to the successful vendor.

L. HOLIDAYS: The Vendor/Contractor will observe the same holiday schedule as the Owner unless prior arrangements have been made with the Owner's Representative for approval. If the holiday falls on a Saturday, then the holiday will be observed on the proceeding Friday. If the holiday falls on a Sunday, then the holiday will be observed on the Monday immediately following.

New Year's Day	1st Day in January
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	19 Day of June
Independence Day	4th Day of July
Labor Day	1st Monday in September
Indigenous Peoples Day	2nd Monday in October
Veterans Day	11th Day of November
Thanksgiving Holiday	4th Thursday and Friday in November
Christmas Holiday	24th and 25 th Days of December

M. INTERGOVERNMENTAL PURCHASES: The Owner reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public entities, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The Bidder will notify any governmental entity that wishes to use any contract resulting from this proposal that it must contact the City Purchasing Manager for approval of its utilization of the Owner's contract.

The Owner assumes no authority, liability, or obligation, on behalf of any other governmental entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the successful Bidder and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

End Section

A. **SCOPE OF WORK / SPECIFICATIONS**

A. SCOPE: To provide "Micro-Solve chemical for sanitary sewer collection system to help prevent grease build up in key areas of the wastewater infrastructure to the City of San Marcos per "Exhibit A".

M. WARRANTY: The Vendor/Contractor warrants that the **{Product or Services}** will be fit for the purpose intended by the Owner, will conform to the specifications outlined herein, and will be free from all defects in workmanship and material.

N. CORRECTION OF WORK: The Vendor/Contractor will promptly correct all work rejected by the Owner as faulty, defective, or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Vendor/Contractor will bear all costs of correcting such rejected work.

O. DELIVERY: Delivery will be coordinated in advance with Anthony Patin, W/WW Collection Manager, apatin@sanmarcostx.gov, Office phone number: 512.393.8029. Delivery will be F.O.B. – City of San Marcos, W/WW**,** 2217 E. McCarty, San Marcos, Texas 78666.

End Section

EGSW
Environmental Group Southwest

INVOICE

City of San Marcos - Micro-Solve
Attention: Brandon Clark
City of San Marcos Public Services Complex - Wastewater, 2217 E McCarty Ln
SAN MARCOS TEXAS 78666

Invoice Date
Aug 30, 2024

Account Number
C-0133

Invoice Number INV-2423

Reference
Contract #219-324 San Marcos

EGSW LLC
5804 Babcock Rd. #169
San Antonio, TX 78240
United States

Item	Description	Quantity	Unit Price	Tax	Amount USD
MS-Drum	55 gal. metal drum Micro-Solve Solubilizer-Demulsifier	21.00	1,980.00	Tax Exempt	41,580.00
MSS-DrumShipping	Micro-Solve - 55 Gal. Drum Shipping	21.00	248.00	Tax Exempt	5,208.00
				Subtotal	46,788.00
				TOTAL TAX	0.00
				TOTAL USD	46,788.00

Due Date: Sep 29, 2024
Please mail payment to: EGSW LLC, 5804 Babcock Rd. #169, San Antonio, TX 78240. ACH / EFT Payment Options are Available.

"No water, no life. No blue, no green." -- Sylvia Earl

View and pay online now

PAYMENT ADVICE

To: EGSW LLC
5804 Babcock Rd. #169
San Antonio, TX 78240
United States

Customer	City of San Marcos - Micro-Solve
Account Number	C-0133
Invoice Number	INV-2423
Amount Due	46,788.00
Due Date	Sep 29, 2024
Amount Enclosed	

Enter the amount you are paying above

Texas Historically Underutilized Business (HUB) Certificate

HUB

Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1814222532700**
File/Vendor Number:	**510313**
Approval Date:	**09-SEP-2020**
Scheduled Expiration Date:	**09-SEP-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EGSW LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 11-SEP-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

Bio-Tech Industries, Inc.
Mfg

July 10th, 2024

To: City of San Marcos
Attn: Brandon Clark
City of San Marcos Public Services Complex
2217 E. McCarty Ln.
San Marcos, TX 78666

Dear Mr. Clark,

This letter is to certify that Troy Najar, representing EGSW, has the exclusive rights to sell and market both our product Micro-Solve® and Odor-Solve throughout the state of Texas.

Should you have any questions, please feel free to contact me at (904) 272-6446.

Sincerely,

Sandra J. McGarva

Sandra J. McGarva
CEO

sp

pc File
Mr. Troy Najar

FOR A GREENER TOMORROW

P. O. Box 65276, Orange Park, Florida 32065-0005

Phone (904) 272-6446   Fax (904) 276-9662   E-mail BTIndFl@aol