BID PROPOSAL
TO THE
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

1154 HAWKINS BLVD. – P.O. BOX 511 79961-0511
EL PASO, TEXAS 79925 – P 915/594-5628 F 915/594-5689

The undersigned bidder offers to furnish all the materials, supplies, equipment and/or services shown below in accordance with specifications, terms and conditions set forth herein. Note: The "INSTRUCTION TO BIDDERS" are attached on the last two pages of this bid proposal document and are applicable, unless otherwise stated within the bid proposal document.

SUBJECT: Sale of Surplus Brass & Miscellaneous Assorted Scrap
BID NUMBER: 26-15
TO BE OPENED: 11:00 A.M. LOCAL TIME, JUNE 10, 2015

FIRM: ____________________________________________________________
MAILING ADDRESS: ___________________________ SIGNATURE: ___________________________
STREET ADDRESS: ___________________________ PRINTED NAME: __________________________
CITY/STATE/ZIP: ___________________________ TITLE: __________________________
PHONE NUMBER: ___________________________ FAX: __________________________
E-MAIL: ___________________________ DATE: __________________________

Bid Proposal shall bear an original signature, in ink, of a responsible officer or agent for the company. Failure to sign will be the basis for declaring the bid proposal non-responsive.

Submit two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy.

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to Christina Rivas @ crivas@epwu.org or sent via fax to Christina Rivas at (915) 594-5689. Requests need to be submitted by June 2, 2015. Requests submitted after this time frame, may not elicit a response. Answers to bid questions will be posted June 4, 2015.

All items noted on the last two pages of the attached “INSTRUCTIONS TO BIDDERS” will apply to this bid proposal except for the following:

Item(s) # 14 - Bid Security
    # 15 - Performance Bond and/or Payment Bond

NOTE: A PRE-BID MEETING shall be held at 10:00 A.M. LOCAL TIME FRIDAY MAY 29, 2015 on the third floor Engineering Conference room El Paso Water Utilities Bldg., 1154 Hawkins Blvd. The purpose of having the PRE-BID MEETING is to review the requirements in the bid documents and respond to questions from potential bidders. ATTENDANCE AT THE PRE-BID MEETING IS HIGHLY RECOMMENDED.
NOTICE: Bidders are to complete the attached check list and Excel form spreadsheet found with this Bid announcement located at www.epwu.org. Bidder must provide a saved read only CD formatted copy of this Excel spreadsheet returned with sealed bid. CD must have the bid number and company name written on the CD. Failure to complete this may deem the bidders submission non responsive.

All bidders must provide a percentage to be paid to EPWU for column C. The percentage is a fixed percentage that will be for the duration of the contract.

*(A) estimated quantity to be sold

*(B) You must use the simulated market index price for bid purposes only in Column B.

*(C) For items 1, 2 & 3, calculate the percentage from the Market price that will be paid to the El Paso Water Utilities. Enter the bid percent for this column. Example, if the item is $2.100 per pound according to the AMM index, Houston Midwest Market then the bidder will pay the Utility 95% market price for a total of $1.995 per pound x the estimated quantity to get the extended total $159,600.00. The excel spreadsheet will calculate your extended total of Brass, Metal and Miscellaneous scrap to be sold.

*(D) The extended total for each line item will automatically be calculated (a x b x c) = d.

*(E) Total bid amount for items 1 – 3 are automatically calculated

This bid will be awarded to the bidder with the highest, responsive, responsible “Total Bid” for items 1 thru 3 as noted on the Excel spreadsheet. The successful supplier must submit a copy of the AMM Index Custom Price Report upon each pick up, to determine the current day market price.

DO NOT CHANGE ANY OF COLUMNS A, B AND D. ONLY PROVIDE THE PERCENTAGE ON COLUMN C.

*EAU = ESTIMATED ANNUAL USAGE
Brass Red Solid = stripped meters, ball valves, nipples etc.
Misc. Assorted Scrap = fire hydrant, metal pipe, fencing material, manhole rings and covers, metal file cabinets, stainless steel objects, any and all metal objects, and electronics.

*The quantities shown on the Excel spreadsheet is an estimated annual usage. Although no obligation shall exist to purchase these quantities, the Utility reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period.
SUBJECT: Sale of Surplus Brass & Miscellaneous Assorted Scrap  
BID NUMBER:  26-15  
TO BE OPENED: 11:00 A.M. LOCAL TIME, JUNE 10, 2015 

The undersigned bidders offer to purchase the Sale of Surplus Brass & Miscellaneous Assorted Scrap items described in this proposal AS IS from the following EPWU locations:

WAREHOUSE  
221 N. Lee St, El Paso, Texas 79901  
Contact: Jesse Vasquez, Warehouse Supervisor  
915/594-5761

HASKELL STREET WASTEWATER TREATMENT PLANT  
4100 Delta Dr, El Paso, Texas 79905  
Contact: Robert Hernandez, Plant Superintendent  
915/533-5476

ROBERTO R. BUSTAMANTE WASTEWATER TREATMENT PLANT  
10001 Southside Rd, El Paso, Texas 79927  
Contact: Gustavo Ogaz, Plant Superintendent  
915/594-5703

ROBERSTON UMBENHAUER WATER TREATMENT PLANT  
800 Canal Rd, El Paso, Texas 79901  
Contact: Genaro Mota, Plant Superintendent  
915/594-5402

UPPER VALLEY WATER TREATMENT PLANT  
9070 N. Vinton Rd, Canutillo, Texas 79821  
Contact: Ruben Montes, Plant Assistant Superintendent 915/621-2077

CENTRAL RECEIVING/PROPERTY CONTROL  
221 N. Lee St, El Paso, Texas 79901  
Contact: Rudy Vargas, Property Control Supervisor  
915/594-5764

JONATHAN ROGERS WATER TREATMENT PLANT  
10000 Southside Rd, El Paso, Texas 79927  
Contact: Mike Parker, Plant Superintendent  
915/594-5750

ROBERTO R. BUSTAMANTE WASTEWATER TREATMENT YARD  
10001 Southside Rd, El Paso, Texas 79927  
Contact: Jesse Vasquez, Warehouse Supervisor  
915/594-5761

NORTHWEST WASTEWATER TREATMENT PLANT  
701 Executive Center Blvd., El Paso, Texas 79912  
Contact: Fred Murillo, Plant Superintendent  
915/594-5791

FRED HERVEY WATER RECLAMATION PLANT  
11700 Railroad Dr. El Paso, Texas 79934-2608  
Contact: Vick Pedregon, Plant Superintendent  
915/594-5721

AUTO SHOP/FLEET MAINTENANCE  
139 N. Cotton, El Paso, Texas 79901  
Contact: Arturo Quijano, Fleet Maintenance Chief  
915/594-5711

All locations are subject to change with notice.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Sealed bids for the Sale of Surplus Brass and Miscellaneous Assorted Scrap must be delivered to:
   Christina Rivas, Procurement Analyst
   El Paso Water Utilities
   Purchasing and Contracts Administration Dept.
   1154 Hawkins Blvd
   El Paso, Texas 79925

2. For hand delivered or mailed bids, please mark Bid Number 26-15 on lower left hand corner of the envelope.

3. If bid is made by an agent for a proposed purchaser, the signature of such agent shall be affixed to the Bidder’s Proposal. In addition, bid shall identify the proposed purchaser in whose name the title will be taken. No agent commission will be paid by the El Paso Water Utilities – Public Service Board.

4. El Paso Water Utilities reserves the right to reject any or all bids or to award a contract either in whole or in part and to waive any irregularities, if it is deemed to be in the best interest of the EPWU.

5. BID SECURITY IS NOT REQUIRED.
6. The bid will be awarded to the bidder submitting the highest bid price for the TOTAL BID AMOUNT.

7. Successful bidder must pay all proportional costs of Insurance, Transportation, Loading and Unloading. El Paso Water Utilities will not provide any assistance (with personnel or equipment) after the sale.

8. The successful bidder must provide a copy of business license and all permits prior to sale and removal of Surplus/Scrap Items to cover all City, County, State, and Federal regulations regarding transportation and disposal of assorted Surplus/Scrap Items. All costs, including Transit Insurance must be paid by the successful bidder.

9. The successful bidder, its successors, or assigned will not discard or place in storage any Surplus/Scrap items or other hazardous, toxic or corrosive waste material which would contaminate/damage the ground water supply or sources of the City and County of El Paso, Texas.

10. The successful bidder agrees that he or she has examined the Surplus/Scrap Items property and accepts them “AS IS”, including, but not limited to, the present condition. In addition, the successful bidder will be required to meet ALL City, County, State of Texas and Federal regulations in regards to the purchase and transportation of Surplus/Scrap Items.

11. Successful bidder must demonstrate to El Paso Water Utilities that it has the expertise and understanding to safely receive/remove, from the location where Surplus/Scrap Items are to be purchased.

12. All scrap material is available F.O.B. present El Paso Water Utilities location. The successful bidder shall provide trucks, equipment, personnel and containers to pick up and load the Surplus/Scrap Items to be purchased.

13. The successful bidder will submit payment no later than the fifteenth (15th) day from the day of the removal to be accompanied with a detailed list of all scrap removed including official weigh ticket for each pick up trip. Payment must be submitted to the Warehouse location. The successful bidder must use and provide the highest market price listed on the Houston Midwest Market AMM index for the actual day of the pick up by the end of that business day. The successful bidder will provide roll off containers for miscellaneous assorted scrap for different EPWU locations on an as needed basis. When needed section locations listed will call for delivery of roll off container and will advise when it’s ready to pick up. Containers at all location are easy accessible. One roll off container a total of 4 must remain at all times at each of the following facilities:
   - Warehouse @ 221 N. Lee Street, El Paso, TX 79901
   - Haskell Street Wastewater Treatment Plant @ 4100 Delta Drive, El Paso, TX 79924
   - Auto Shop @ 139 N. Cotton, El Paso, TX 79901
   - Roberto R. Bustamante Wastewater Treatment Plant @ 10001 Southside Rd, El Paso, TX 79927

   **Central Receiving, Property Control, Warehouse and Auto Shop location are subject to change!**

   The warehouse will have 55 gallon drums as storage container for the red brass material which will remain at that location. Upon pick up drum containers will be placed on the loading dock, successful bidder must use their own equipment and employees to transfer brass from drums to their own containers. If providing own containers for brass, the warehouse requires 15 each 55 gallon drums, as these items are securely stored inside warehouse until day of pick up. Brass pick up will be on as needed basis approximately once a month, shipment weighing about 9,000 to 16,000 lbs. Pick up hours are from 9 am to 2 pm at all site locations. At no time will EPWU employees or equipment help in loading or unloading of the material once placed on the loading dock. A representative from awarded bidder along with an EPWU employee shall verify and confirm the brass weight from the EPWU scale and such weight will be considered the official weight for payment of the brass.

14. The Surplus/Scrap Items must be purchased with certified check, money order or company check. El Paso Water Utilities does not accept cash.

15. Upon mutual agreement, the contract may be extended under the same terms and conditions on a year to year basis for an additional two year periods.
SUBJECT: Sale of Surplus Brass & Miscellaneous Assorted Scrap

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16. Questions concerning the bid package or bid procedures must be directed to the Purchasing and Contracts Administration Department of El Paso Water Utilities. Contact is Christina Rivas at (915) 594-5629.

17. The official weigh scale for bid items 1 & 2 (brass) will be the El Paso Water Utilities’ scale. The official weigh scale for bid item 3 (miscellaneous assorted scrap) will be that of the successful bidder. In the case of a dispute involving weight, the El Paso Water Utilities’ scale will be the official weigh scale.

18. Roll off containers for miscellaneous assorted scrap are located at all of the locations.

19. For all locations, roll off containers are easy accessible. For brass meters, will require a separate container for pick up for warehouse location. Meters will be placed on loading dock and then company can pick up from there. Either dump into their own size container from cage bins to direct into roll off or provide 55 gallon drum or open wire bin cage to be used for storage until picked up by vendor. All pickups will be done by employees of winning vendor. At no time will EPWU employees or equipment help in the loading or unloading of the material once placed on loading dock. For getting weight for brass meters, must have representative from winning vendor with EPWU employee confirming the weight from EPWU scale as this is the official weight that must be observed for payment on brass meters.

Personnel entering the premises of the El Paso Water Utilities (to include drivers of delivery vehicles) are required to wear an identification badge containing the following information:

- Name - Company Name - Employee’s Picture

Entry to the premises of the El Paso Water Utilities facility may be denied to individuals without identification as addressed above.

Transportation:

El Paso Water Utilities is exempt from State and City Sales Tax

Bidders Fax Number: ____________________________ E-Mail Address: ____________________________

PRICE ESCALATION and DE-ESCALATION:
A Price Escalation and De-escalation may be considered under the following conditions:

- Prices must be firm for at least the first 12 month period from award of the Master Contract.

- If the Contractor receives a price decrease from the supplier, the Contractor is responsible to notify the El Paso Water Utilities within two working days of the price decrease and pass the price decrease on to the Utility. The price decrease will be effective upon receipt of the price reduction from the Contractor.

- The El Paso Water Utilities reserves the right to cancel the contract resulting from this Bid Proposal and rebidding our requirements if the price de-escalation requested is above the current open market price. Cancellation of the contract will not affect any outstanding orders.

- All price decreases accepted shall be effective for a 12 month period from the revised date of the Master Contract.
Bidder must answer the following questions:

1. Does the bidder that is making and submitting the bid qualify as a "Resident Bidder" or a "NonResident Bidder" under Texas Law?

   Answer: ____________________________

2. If the bidder is a "NonResident Bidder" does the state, in which the nonresident bidder's principal place of business is located, have a law requiring a nonresident bidder of that state to bid a certain amount or percentage under the bid of a resident bidder of that state in order for the nonresident bidder of that state to be awarded the contract on his bid in such state?

   Answer: ____________________________

3. If the answer to Question Number 2 is "Yes", by what amount or percentage must a Texas resident bidder bid under the bid of a resident bidder of that state in order to be awarded a contract on such bid in said state?

   Answer: ____________________________

A "NonResident Bidder" will not be awarded this Bid unless the nonresident's bid is higher than the highest bid submitted by a responsible Texas Resident Bidder by the same amount that a Texas Resident Bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state where the nonresident's principal place of business is located. The definitions for the terms "Bidder", Texas Resident Bidder" and "NonResident Bidder" are included in the "Instructions to Bidders" on the last two pages of this bid proposal.

1. TYPE AND TERM OF CONTRACT:

   This is a Good(s) and/or Service(s) Contract, under which the El Paso Water Utilities shall order all of its requirements for the good(s) and/or service(s) described within this bid proposal from the highest, responsible, responsive bidder, hereinafter referred to as Contractor, for the duration of the contract.

   Note: Good(s) and/or Service(s) will be ordered on “as-required” basis.

   The Contract to provide Sale of Surplus Brass & Miscellaneous Assorted Scrap shall be from AWARD OF BID by the Public Service Board for a term of one year. Upon mutual agreement, the contract may be extended under the same terms and conditions on a year to year basis for an additional two year periods.

   Bidders are advised that only bids with a firm, fixed price, F.O.B., El Paso Texas for the above listed time period will be considered. Bids not complying with this provision may be disqualified.

   When the successful supplier cannot furnish the required Sale of Surplus Brass & Miscellaneous Assorted Scrap within the delivery time specified above, the Utility reserves the right to obtain Sale of Surplus Brass & Miscellaneous Assorted Scrap from any available source and bill the successful supplier for any additional cost over the bid amount.

   This bid is to award a contract to the most responsive, responsible bidder for an initial one year period. If upon mutual consent between both parties the contract may be extended for an additional year for a maximum of up to two years total. In the event the El Paso Water Utilities has not obtained another goods and/or services contractor by the expiration date of the existing contract term, the Contractor shall nonetheless continue for a period not to exceed six (6) months on a month-to-month basis after the end of its term, unless the El Paso Water Utilities shall have notified the Contractor that the El Paso Water Utilities obtained another contractor.
2. **INVOICES AND PAYMENTS:**

a. The Contractor shall submit invoices, in single copy, for each contract. Invoices covering more than one contract will not be accepted.

b. If transportation costs are allowed in the bid a separate line item will be included in the proposal.

c. Invoices shall reflect the Contract Number and/or the Purchase Order Number.

d. Do not include Federal tax, State tax, or City Tax. El Paso Water Utilities shall furnish tax exemption certificate upon request.

e. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.

f. The El Paso Water Utilities’ obligation is payable only and solely from funds available for the purpose of this contract for good(s) and/or service(s). Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for good(s) and/or service(s) will be returned to the Contractor by the El Paso Water Utilities.

g. Mail invoices to:

   **El Paso Water Utilities Accounting Department**

   **P.O. Box 511**

   **El Paso, Texas  79961-0511**

h. Contractor shall advise the Purchasing Department of any changes in its remittance addresses.

i. All proper invoices received by the EPWU will be paid within 30 days of the EPWU’s receipt date of the invoice.

j. If partial shipments or deliveries are authorized by the EPWU, the Contractor shall be paid for the partial shipment or delivery as stated above.

k. The EPWU may withhold or offset the entire payment or part of any payment otherwise due to a Contractor, if good(s) or service(s) is/are defective or non-conforming.

3. **INDEMNIFICATION:**

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the El Paso Water Utilities, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the El Paso Water Utilities as required by law, the El Paso Water Utilities will promptly forward to Contractor every demand, notice, summons or other process received by the El Paso Water Utilities in any claim or legal proceedings contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause the to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the El Paso Water Utilities all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the El Paso Water Utilities in actions defended by Contractor pursuant to this section along with all attorneys’ fees and costs incurred by the El Paso Water Utilities including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The El Paso Water Utilities, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of this interest. The El Paso Water Utilities will not be responsible for any loss or damage to the Contractor’s property from any cause.
4. GRATUITIES:

The El Paso Water Utilities may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the El Paso Water Utilities that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the El Paso Water Utilities with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the El Paso Water Utilities pursuant to this provision, the El Paso Water Utilities shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

5. TERMINATION:

I. TERMINATION FOR CONVENIENCE

The El Paso Water Utilities may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the El Paso Water Utilities to be paid the Contractor. If the Contractor has any property in its possession belonging to the El Paso Water Utilities, the Contractor will account for the same, and dispose of it in the manner the El Paso Water Utilities directs.

II. TERMINATION FOR DEFAULT

If the Contractor fails to comply with any provision of the contract, the El Paso Water Utilities may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract, with a copy to Surety, if applicable, setting forth the manner in which the Contractor is in default. The contractor will be given an opportunity to correct the problem within a reasonable amount of time as specified by The El Paso Water Utilities before termination notice is rendered. The El Paso Water Utilities shall have the right to immediately terminate the Contract for default if Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Contract.

If the El Paso Water Utilities terminates this Contract because the Contractor failed to perform the services as required by the Contract, the El Paso Water Utilities shall have the right to obtain like services from another vendor in substitution for those due from the Contractor. The cost of substitute services shall be determined by informal or formal procurement procedures as required by the Local Government Code. The El Paso Water Utilities may recover the difference between the cost of the substitute services and the Contract price from the Contractor as damages. The El Paso Water Utilities may deduct the damages from Contractor's account for services rendered prior to the termination or services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the El Paso Water Utilities to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

6. FORCE MAJEURE:

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.
The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

7. **AVAILABILITY OF FUNDS:**

The awarding of this contract is dependent upon the availability of funds. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by the El Paso Water Utilities.

8. **VENUE:**

Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.

9. **CONTRACT ADMINISTRATION:**

Administration of this Contract, on behalf of the El Paso Water Utilities, is the responsibility of Christina Rivas, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Christina Rivas can be reached by telephone at (915) 594-5629, or by FAX at (915) 594-5689. Correspondence should be addressed to: The El Paso Water Utilities, Purchasing and Contract Administration, Attn: Christina Rivas, 1154 Hawkins Blvd. El Paso, TX 79925. Please refer to Bid Number or Contract Number in all correspondence.

10. **INSURANCE:**

For the duration of this contract and any extension hereof, Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable: Workers’ compensation, Automobile Liability insurance and Commercial General Liability insurance: (a) Covering contractor and its employees and (b) For the protection of the general public and El Paso Water Utilities for bodily or wrongful death and property damage in the limits indicated in the following table. Insurance shall be procured from insurers or indemnity companies acceptable to Owner. Insurance or Indemnity Company furnishing insurance for the Contract shall be authorized to do business in Texas.
<table>
<thead>
<tr>
<th>LIMITS OF COVERAGE FOR ALL GOODS AND SERVICES</th>
<th>AUTOMOBILE (Combined Single Limit) Per Accident</th>
<th>COMMERCIAL GENERAL LIABILITY (Combined Single Limit) Per Project</th>
<th>WORKERS’ COMPENSATION (Employers’ Liability) Per Accident Per Employee Per Disease</th>
<th>UMBRELLA (Combined Single Limit)</th>
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<tbody>
<tr>
<td>CONTRACT PRICE LESS THAN $100,000:</td>
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<tr>
<td>Occurrence</td>
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<td>$ 500,000</td>
<td>$ 500,000</td>
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<tr>
<td>General Aggregate Products/Completed Operations Aggregate</td>
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<td>CONTRACT PRICE EQUAL TO $100,000 OR GREATER AND LESS THAN $500,000:</td>
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<td>Occurrence</td>
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<td>Not applicable</td>
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<tr>
<td>General Aggregate Products/Completed Operations Aggregate</td>
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<tr>
<td>CONTRACT PRICE EQUAL TO OR GREATER THAN $500,000 AND UP TO AND INCLUDING $10,000,000:</td>
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<td>CONTRACT PRICE GREATER THAN $10,000,000:</td>
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<tr>
<td>General Aggregate Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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</tr>
</tbody>
</table>

With respect to the above required insurance, the El Paso Water Utilities and its officers and employees shall be named as additional insureds as their interests may appear. The El Paso Water Utilities shall be provided with 30 days advance notice, in writing, of any cancellation or material change. The El Paso Water Utilities shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

**NOTE:** The insurer waives any right of subrogation it may acquire against the Owner, its partners, agent and employees.
Notices and Certificates required by this contract clause shall be provided to:

    El Paso Water Utilities
    Purchasing and Contract Administration Department
    Attn: Christina Rivas, Procurement Analyst
    1154 Hawkins Blvd.
    El Paso, Texas  79925

Failure to submit insurance certification may result in contract cancellation.

Exception for insurance requirements:

Above mentioned insurance conditions are not required if all quoted items on this bid proposal are to be delivered through an independent carrier and the bidder’s personnel or bidder’s subcontractors and are not required to enter El Paso Water Utilities premises. (Bidder is only responsible for obtaining proper insurance requirements from their selected independent delivery carrier)

Please refer to Bid Number/Contract Number and Title in all correspondence.

11. CONE OF SILENCE

The “Cone of Silence” is imposed upon each RFP, RFQ or Bid after advertising. The Cone of Silence prohibits communications with EPWU employees to attempt to influence the purchasing decision. As such, the Cone of Silence prohibits any communication regarding RFP’s, RFQ’s or Bids between, among others:

- Potential vendors, service providers, bidders, or consultants and EPWU employees.
- Potential vendors, service providers, bidders, or consultants, any member of the Board, the President/CEO, or their respective staff and members of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with Purchasing Agent or Administrative Analyst or Procurement Analyst, provided the communications is limited strictly to matters of process or procedure already contained the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the President/CEO and Board members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable, RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer’s or bidder’s RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the EPWU General Counsel and the Purchasing Agent.

The “Cone of Silence” applies to any and all potential subcontractors as well.
Bids will be received until **JUNE 10, 2015**, Local Time, **11:00 a.m.** and will then be opened and read aloud in the first floor Conference Room of the El Paso Water Utilities Bldg. 1154 Hawkins Blvd. El Paso, Texas. Bids may be mailed to the attention of the Purchasing and Contracts Administration Department, 1154 Hawkins Blvd. El Paso, TX 79925 or delivered to the El Paso Water Utilities Bldg. 1154 Hawkins Blvd. El Paso, Texas 79925.

**Note: Faxed and/or Email bids will not be accepted.**

This bid will be awarded by the Public Service Board at their regularly scheduled meeting.