EL PASO WATER UTILITIES
Formal Bid Solicitation Check List
WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSIVE SERVICES
Bid # RFP 70-14

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

Before turning in your bid proposal did you do the following?

__________ Responses should be delivered to the El Paso Water Utilities Purchasing Department by 11:00 A.M., DECEMBER 15, 2014. Did you visit our website at www.epwu.org for any addendums? (Failure to sign addenda and include with bid proposal may deem the bidder’s submission non-responsive.)

__________ Did you sign the Bid Proposal?

__________ Did you provide two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy?

__________ Are all unit and extended costs filled out?

__________ Does the bid total equal the sum of extended costs.

__________ The last day for questions is: DECEMBER 8, 2014 by 5:00 P.M.

__________ Are all blank spaces filled in?

__________ Is your bid in a sealed envelope marked with the bid number and name?

__________ This RFP only does not require Item #14 Bid Security and Item #15 Payment and Performance Bond per the last two pages Instructions to Bidders.
PROCEDURE

The El Paso Water Utilities will accept proposals for WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES until 11:00 A.M., Local Time, December 15, 2014. Five copies of the Proposal shall be submitted to:

El Paso Water Utilities

Michelle LePage
Purchasing Agent

1154 Hawkins Boulevard

El Paso, Texas 79925

Proposals received after the date and time specified above will not be accepted and will be returned unopened. Interested parties that will be submitting a proposal are requested not to contact or lobby any member of the Committee or the Public Service Board. The Committee will evaluate each proposal based on the criteria described in the Evaluation Criteria contained within this RFP.
Procedural questions to Michelle LePage, Purchasing Agent at (915) 594-5625.

Proposals received and accepted shall become the property of the El Paso Water Utilities-Public Service Board and will **NOT** be returned.

**WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES**

**FOR EL PASO WATER UTILITIES**

**ENVIRONMENTAL COMPLIANCE DIVISION**

**SPECIFICATIONS**

2014

**INTRODUCTION**

The El Paso Water Utilities is seeking a reputable firm or firms to remove and dispose of hazardous and non-hazardous waste and manage emergency spill and clean up services.

**PRE-PROPOSAL MEETING**

A PRE-PROPOSAL MEETING will be held at 9:00 A.M., Local Time, DECEMBER 8, 2014 in the first floor Purchasing Conference Room of the El Paso Water Utilities Building located at 1154 Hawkins Boulevard, El Paso, Texas 79925. The purpose of this meeting is to furnish sufficient information to allow for preparation of a complete proposal, and respond to questions. Request for Proposal documents may be downloaded from the internet at [www.epwu.org](http://www.epwu.org). QUESTIONS WILL ONLY BE ACCEPTED UNTIL DECEMBER 8, 2014 AT 5:00 P.M.

**SELECTION**

The **WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES** contractor shall be selected on the basis of the responsiveness of the submittal and the criteria contained within RFP Evaluation Criteria. A Committee shall be assembled to evaluate the proposals. It is the offeror’s responsibility to insure that all of the required submittals are submitted with their offer. Failure to submit the required submittals contained within this RFP may render the offer non-responsive to the solicitation, thus resulting in rejection.
GENERAL REQUIREMENTS

This contract is to be administered by the El Paso Water Utilities Environmental Compliance Division. All activities are to be coordinated through the Environmental Compliance Manager or his/her designated appointee.

The Contractor will provide all necessary labor and materials to classify, remove, transport, dispose of Hazardous and Non-Hazardous waste and/or materials and spill / clean up response services for El Paso Water Utility Operations/Facilities as specified and/or requested by the Environmental Compliance Manager or his/her designated appointee.

The Contractor shall be available to respond to any El Paso Water Utilities request for service on an on-call basis. No premium will be allowed and/or paid for on work performed after regular business hours.

The following general provisions shall be adhered to whenever a request for service is made, unless other provisions are made between Contractor and the person requesting the services:

1. The Contractor is to respond to the request and initiate assessment of the spill or accumulation of hazardous and/or non-hazardous material within one (1) hour from receiving verbal notification by EPWU Environmental Compliance Division.

2. The Contractor will provide an estimate for completion within 24 hours from site visit.

3. The Contractor will begin remediation activities at the site within four (4) hours of receiving verbal notification by EPWU Environmental Compliance Division or within a time frame agreed upon by the Environmental Compliance Manager or his/her designated appointee, in accordance with applicable Federal, State, Government and Local regulations.

4. The Contractor will submit the original invoice to the Environmental Compliance Manager for review and approval.

5. The Contractor will provide and keep current, a phone number where Contractor can be notified at any time of day (24 hour contact number).
The Contractor is required to determine the nature and composition of the waste. The cost of laboratory analysis to make this determination shall be included in the contract unit pricing. No premium will be allowed and/or paid for laboratory testing.

The following procedure may be followed when the waste involved is classified as non-hazardous and/or does not require the completion of a Uniform Hazardous Waste Manifest.

1. The Contractor will submit a copy of a trip ticket to the Environmental Compliance Manager after waste pick up but before the Contractor completes the project.

2. The license plate number, transporter identification number and other information as required, will be shown on the form being submitted.

3. Within fourteen (14) calendar days after transport and disposal of the waste at an authorized disposal facility, the Contractor will return fully completed Environmental forms and reports that meet State, Federal, Government and Local requirements to the Environmental Compliance Manager.

   **Note:** Exemption from the (14) calendar day requirement may be extended dependent on written approval from an Environmental Compliance Manager.

The following procedure will be followed when the waste involved is classified as hazardous.

1. The Contractor will schedule the pickup and disposal of the waste with the Environmental Compliance Manager or his/her designated appointee. The Contractor will utilize the most cost-effective method for performing this task in compliance with all local, state and federal regulations.

2. The Contractor will provide a complete and signed copy of the Uniform Hazardous Waste Manifest to the Environmental Compliance Manager prior to leaving the facility where wastes are removed.

3. Within fourteen (14) calendar days after transport and disposal of the waste at an authorized disposal facility, the Contractor will return fully completed Environmental forms and reports that meet State, Federal, Government and Local requirements to the Environmental Compliance Manager.

   **Note:** Exemption from the (14) calendar day requirement may be extended dependent on written approval from an Environmental Compliance Manager.
El Paso Water Utilities will not be providing waste holding facilities for the Contractor. The Contractor shall provide the Environmental Compliance Manager with a list of the waste-holding facilities, if applicable, and waste disposal/treatment facilities where waste removed from El Paso Water Utility facilities will be transported.

The Contractor will open his facility for inspection upon request by the Environmental Compliance Manager. The Contractor will be provided with at least a 24 hour notice of inspection.

The Contractor will maintain segregation of hazardous waste materials in accordance with applicable Federal, State and Local regulations. Contractor will provide the appropriate documentation should waste materials become a part of a waste aggregate shipment. The Contractor, in an event of an accident involving leakage, spillage, or mishandling of hazardous waste materials during transportation from site to a hazardous waste disposal site, the Contractor will follow all applicable Federal, State and Local regulations. The Contractor will be liable for any fines or penalties issued to the El Paso Water Utilities, as well as for damage to persons or property, resulting from a release of hazardous waste or materials that were removed from project site.

The Contractor will furnish upon request from Environmental Compliance Manager, copies of training logs, manifests, or other documents required by the Texas Commission on Environmental Quality (TCEQ), the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), or other governmental agencies. The Contractor will submit a copy of its specialized Motor Carrier Certificate issued by the Texas Railroad Commission to the Environmental Compliance Manager.

**SAFETY**

It will be the Contractor’s responsibility to inform all personnel of site-specific emergency response procedures and any potential fire, explosion, spills, health, or safety hazards of the operation. Contractor will maintain and provide to Environmental Compliance Manager upon request with documentation that such awareness training was performed.

Contractor’s personnel responsible for the sorting and packaging of waste, or who supervise these activities to transport to a hazardous waste facility must be trained and be knowledgeable with the incompatibility of various classes of waste, and be qualified to package waste for transport.
Contractor’s personnel must be trained to classify hazardous waste and perform on-site examination and research tests to identify characteristics of hazardous waste as needed. Hazard categorization of unidentified wastes, or unknowns, will be performed by Contractors personnel in accordance with the protocol for unknown solids and liquids. Based upon the results of the on-site test, the materials will be appropriately labeled as to hazard class and placed in the proper packaging for storage and disposal.

El Paso Water Utility site personnel involved with handling waste will be instructed in accident prevention, the proper response to fires, explosions, and spills, and in the use of protective devices (such as respiratory gear and gloves) to minimize exposure to hazardous waste. Contractor will be responsible for initiating an emergency response plan that includes site evacuation procedures if required.

Contractor must be familiar with shipping requirements and hazardous waste manifest requirements of CFR 49 Parts 100 to 185 and any other applicable TCEQ regulations for packaging, placarding, and labeling of hazardous material and supervise packaging and labeling of waste.

Contractor must be trained to perform general first aid and safety measures to be taken in event of an accidental contact with hazardous waste. First Aid kits will be the responsibility of the Contractor.

PERSONNEL ROLES AND LINES OF AUTHORITY

The Contractor has the primary responsibility for responding to and correcting emergency situations that arise during the packaging and disposal of waste. This includes taking the appropriate measure to ensure the safety of human health. Possible actions may involve evacuation of personnel and the public. Other possible actions may involve evacuation of personnel from project site areas, and evacuation of adjacent residents. In addition, the Contractor is responsible for ensuring that corrective measures have been implemented, appropriate authorities are notified, and follow-up reports are completed.

Contractor shall give access to the EPWU to conduct periodic audits of all accounting, manifests, and related documents.

SAFETY AND ENVIRONMENTAL COMPLIANCE

The Contractor will insure compliance with all the Federal, State, Government and Local requirements of remediation, transportation, storage and disposal, including obtaining all necessary permits, licenses and approval.
In this regard, the Contractor, or an approved subcontractor, will provide to the El Paso Water Utility, evidence of being a Texas Commission on Environmental Quality (TCEQ) licensed and registered Hazardous Waste Transporter. The Contractor is responsible for notifying the El Paso Water Utility of any change in status of the license registration. Contractor will disclose any notice of violations, fines or penalties assessed in the last five (5) years by any environmental enforcement agencies (TCEQ, TDH, etc.). This will include any other names that the company has been registered as. The contractor shall provide a written report and all documents required under Federal, State, Government and Local requirements.

SUBMITTALS REQUIRED WITH PROPOSAL:

NOTE: FAILURE TO SUBMIT THE ATTACHED “UNIT PRICE SCHEDULE” AND THE FOLLOWING SUBMITTAL REQUIREMENTS WITH PROPOSAL MAY AUTOMATICALLY DISQUALIFY THE PROPOSAL FROM CONSIDERATION.

A. REPUTATION OF BIDDER & QUALITY OF THE BIDDER’S GOODS AND SERVICES

The bidder shall identify its full client history for the last three years, including any local Government Services. The bidder shall provide at least three (3) references for which they have provided continuous services for at least, the past two (2) years. The bidder shall provide the names and telephone numbers of the contract administrators for whom the work was/is performed. (If you do not have three local Government contracts, then list Federal, State, or commercial contracts, in that order to complete this information.)

B. PAST RELATIONSHIP/PERFORMANCE

The bidder will identify previous contracts with the City of El Paso or El Paso Water Utilities in the past five (5) years and provide the names and telephone numbers of the contract administrators for whom the work was/is performed.

C. SAFETY AND ENVIRONMENTAL COMPLIANCE RECORD

The bidder shall provide a list (if any) of any enforcement actions or violations received within the last five years from regulatory agencies associated with projects in El Paso County.
D. EXPERIENCE WITH HAZARDOUS, NON-HAZARDOUS WASTE DISPOSAL AND SPILL/EMERGENCY/CLEAN UP RESPONSE

Describe your firm’s experience with hazardous, non-hazardous waste disposal and spill/clean up response services with Municipalities (including the EPWU and City of El Paso, if applicable). Indicate the number of years of experience the firm has had in performing like services. Provide a reference list of at minimum three (3) contracts for waste collection, transportation, disposal and spill/clean up response services within the previous 12 months of bid advertisement for which you were designated Primary Contractor. The names of contact persons with telephone numbers must be included.

E. EXPERIENCE OF PERSONNEL

Provide a resume of all staff that will be involved and available for hazardous, non-hazardous waste disposal and spill/clean up response, and remediation (excluding laborers).

F. CONTRACTOR AND CONTRACTOR PERSONNEL LICENCES / PERMITS

Provide contractor and contractor personnel licenses and/or permits required to perform hazardous, non-hazardous waste disposal and spill/clean response services. Provide contractor personnel hourly rate fee schedule.

G. EQUIPMENT & MATERIALS

Provide a list of equipment and materials stored locally by Contractor for waste collection, transportation, disposal and spill/clean up response services. Provide equipment and materials fee schedule.
H. INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas the following insurance:

a) General Liability Insurance - $1,000,000 minimum per occurrence combined single limit for bodily injury and property damage.

b) Automobile Liability Policy - $1,000,000 per occurrence combined single limit for bodily injury and property damage.

c) Worker’s Compensation: Statutory limits for Worker’s Compensation - $500,000 in each of the following: Each accident/disease-policy limit/disease-each employee.

d) Environmental Impairment Liability (EIL) and/or Pollution Liability - $2,000,000 per occurrence.

e) Professional Liability Insurance - $1,000,000 per occurrence.

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.

Notices and Certificates required by this clause shall be provided to:

Michelle LePage
Purchasing Agent
1154 Hawkins Blvd.
El Paso, TX 79925

Failure to submit insurance certification may result in contract cancellation.
WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES

FOR THE EL PASO WATER UTILITIES

ENVIRONMENTAL COMPLIANCE DIVISION

SCOPE OF WORK

This Contract will entail the removal of hazardous and non-hazardous waste products and/or materials as required from various sites owned and/or operated by the El Paso Water Utilities Public Service Board (EPWU).

The successful responsive and responsible Bidder will be required to provide all labor, equipment, material, testing, and incidentals for the removal, categorization, transportation and disposal of hazardous and non-hazardous waste products and/or materials from various sites owned and/or operated by the EPWU, as required, including but not limited to:

- Scheduled removal and disposal of hazardous and/or non-hazardous materials from various sites owned and/or operated by the El Paso Water Utilities.

- Unscheduled, emergency, on-call removal and disposal of hazardous and/or non-hazardous materials from various sites owned and/or operated by the El Paso Water Utilities citywide that includes:
  o Initiate assessment of the spill or accumulation of hazardous and non-hazardous material within ONE (1) Hour from receiving verbal notification by EPWU Environmental Compliance Division.
  o Preparation of cost and time proposal for removal and disposal of material.
  o Begin remediation activities at the site within FOUR (4) hours from receiving verbal notification by EPWU Environmental Compliance Division or on an agreed schedule by the Environmental Compliance Division. Remediation activities shall include clean up and removal of waste, containment, characterization and testing, proper packaging, traffic control as needed, and disposal of waste in accordance with local, state and federal regulations.
  o Complete remediation activities on a schedule acceptable to EPWU Environmental Compliance Division.
CONTRACT

This Contract shall have a duration of TWELVE (12) months. At the discretion of the EPWU Environmental Compliance Division, the Contract may be renewed for TWO (2) additional 12-month (twelve month) terms WITH an additional (six) months of same terms and conditions of contractual service in the event the EPWU has not found an alternative supplier to provide services for the WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES.

The work described in the Contract Documents for this project is to be performed under a UNIT PRICE Contract.

WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate and skilled enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Agreement. If, at any time, such personnel or equipment appears to the EPWU Environmental Compliance Division to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the EPWU Environmental Compliance Division to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

STORAGE OF HAZARDOUS AND/OR NON-HAZARDOUS WASTE MATERIALS

The Contractor shall make his own arrangements for temporary storage of hazardous and/or non-hazardous waste materials prior to disposal. All storage facilities shall be permitted as required by all applicable Federal, State, and local laws and regulations.

DISPOSAL OF HAZARDOUS AND/OR NON-HAZARDOUS WASTE MATERIALS

The Contractor shall make his own arrangements for disposal of hazardous and/or non-hazardous waste materials. Contractor must submit proof to the Owner that the owner(s) of the proposed disposal site(s) have a valid operating permit issued by the appropriate governmental agency.
Contractor shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids, which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.

Contractor shall comply with all necessary permits, licenses, and authorizations regarding the removal, transport and disposal of hazardous and/or non-hazardous waste material as required by all applicable Federal, State and local laws and regulations.

All chemicals used during the Contractor’s assessment or remediation activities must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture or other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer’s instructions.

**DAMAGE TO PRIVATE PROPERTY**

The Contractor shall be solely responsible for any damage and costs to private property caused by the Contractor’s activities. The Contractor, upon receipt of a complaint of damage, shall within 30 days, respond in writing to the complainant with a proposal to repair or restore said damage or a letter with reasons explaining why the damage was not caused by the Contractor’s activities. If the contractor is found to have caused the damage, the damage shall be repaired completely within 60 days of the complaint.

**TRAFFIC CONTROL**

Traffic control for all areas where the Contractor is performing activities under this contract shall be the responsibility of the Contractor. The Contractor shall prepare and submit a Traffic Control plan and secure any required City and/or State permits for the particular work area. The traffic control plan shall conform to the specifications and principles given in the “Texas Manual on Uniform Traffic Control Devices”, Chapter 6, issued by the Texas Department of Transportation.

**CONTRACTOR USE OF SITE AND PREMISES**

Contractor shall assume full responsibility for the protection and safekeeping of the site and premises where he/she is performing remedial work, including material and equipment needed for storing, transport and disposal of the waste material.
Contractor may not store removed waste material on site unless prior approval from EPWU Environmental Compliance Division is received.

Any damage to existing facilities, including contamination, which may be caused by Contractor’s personnel, callers, visitors, materials or equipment, shall be repaired, corrected, or restored at the sole expense of the Contractor.

No alcoholic beverages or illegal drugs shall be permitted on the site at any time.

OWNER OCCUPANCY

The Contractor shall cooperate with Owner to minimize conflicts, and to facilitate Owner’s operations when needed. The Contractor shall schedule the Work to accommodate this requirement.

EMERGENCIES

In an emergency situation, which may threaten or affect the safety or welfare of persons or property, the Contractor shall act at his discretion to prevent possible damage, injury, or loss. Any additional compensation or extensions of time claimed for such actions shall be considered in view of the cause of the emergency and in accordance with this Contract.

CLEANUP

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from his activities and, at the conclusion of the work, he shall remove and haul away any surplus material, temporary structures, equipment, vegetation and any other refuse remaining from his activities, and shall leave the entire site of the Work in a neat and orderly condition.
**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 **DECEMBER 15, 2014**, Local Time, **11:00 A.M.** 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, P.O. Box 511, El Paso, Texas 79961 or delivered to the El Paso Water Utilities Bldg. 1154 Hawkins Blvd. El Paso, Texas 79925.

**Note: Faxed bids will not be accepted.**

This bid will be awarded by the Public Service Board at their regularly scheduled meeting.
1. All offers are subject to the terms and conditions of this Request for Proposal. Material exceptions to the terms and conditions, or failure to meet the minimum specifications, may render the offer non-responsive to the solicitation.

2. One or more contract(s) may be awarded as a result of this solicitation.

3. Please complete Attached RFP 54-11 Exhibit C – “Unit Price Schedule”

**EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>PRICE (Exhibit C – “Unit Price Schedule”)</td>
<td>60%</td>
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<tr>
<td>A. Reputation of Bidder &amp; Quality of the Bidder’s Goods and Services</td>
<td>5%</td>
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<tr>
<td>B. Past Relationship/Performance with the City</td>
<td>5%</td>
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<tr>
<td>C. Safety and Environmental Compliance Record</td>
<td>10%</td>
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<td>D. Firm and Personnel Experiences with spill / clean up response,</td>
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<tr>
<td>hazardous and non-hazardous waste handling and disposal,</td>
<td>20%</td>
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<tr>
<td>permits, licenses, equipment and materials.</td>
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<tr>
<td>Total</td>
<td>100%</td>
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</table>
INSTRUCTIONS TO BIDDERS

1. Bidders MUST use the form and format included in this bid document and provides all required information. The Bid Proposal shall be mailed to the Purchasing and Contracts Administration Department, El Paso Water Utilities, P.O. Box 511, El Paso, Texas 79961 or delivered to the Purchasing and Contracts Administration Department, El Paso Water Utilities Building, first floor, 1154 Hawkins Boulevard, El Paso, Texas 79925 prior to the date and time specified in this bid document. Bids received after the date and time shall be returned unopened to the Bidder.

2. The unit price of each item must be given in the column headed ‘Unit Price’ and must be for the particular unit of measurement specified in the column headed ‘Unit’. In addition, the price per unit shall be multiplied by the total number of units and the total shown in the column for ‘Total Cost’. If there is a discrepancy between the unit price and the total cost, the unit price shall prevail.

3. When a bid is requested for a particular item by brand name or other form of identification and the words ‘or approved equal’ are used, Bidders may bid on items manufactured by other companies, provided the substituted article(s) is clearly described in terms of trade name, grade, capacity, etc. Sufficient information MUST BE INCLUDED WITH THE BID SUBMITTAL to permit the Utility to evaluate the item(s) for compliance with bid specifications. BIDDERS WHO FAIL TO INCLUDE THIS INFORMATION WITH THE BID SUBMITTAL MAY BE DISQUALIFIED.

4. Additional information not requested in the bid specifications, but felt to be pertinent by the Bidder, may be included as annotations or attachments to the Bid Proposal.

5. When a date is set for merchandise to be received or for work to be performed, the merchandise MUST BE DELIVERED OR THE WORK PERFORMED on or before the specified date; if not, the Purchase Order or Master Contract to the delinquent party may be canceled. If the Purchase Order or Master Contract is canceled, the El Paso Water Utilities shall have the right to buy the merchandise or have the unfinished work completed by another bidder. Any excess in cost for the same item(s) or service over the price specified in the Bid Proposal that was accepted by the Public Service Board will be deducted from any money deposited with this bid or subsequently due. The El Paso Water Utilities Public Service Board reserves the right to delete the company from the Bidders List for up to twelve months.

6. All bids MUST BE F.O.B. DESTINATION. All reductions or refunds on freight charges will be for the account of the El Paso Water Utilities.

7. The Bid Submittal shall remain subject to acceptance for sixty days after the bid opening.

8. Bidders are invited to be present at the opening of bids.

9. Unless otherwise specified in the Bid Proposal, award of the bid shall be made by individual item to the lowest responsible bidder meeting specifications for the goods and/or services described in the Bid Proposal. A Bidder may qualify his bid by indicating that is based on ‘All or None’ for either all or part of the items.

10. The Public Service Board is not bound by the issuance of this Bid Proposal to award a contract. Any resulting order will be awarded to the lowest and best qualified responsible bidder whose bid, conforming to the Bid Proposal, is most advantageous to the El Paso Water Utilities. If deemed to be in the best interest of the El Paso Water Utilities, the Public Service Board reserves the right to reject any or all bids, award a contract for the items, either in whole or part and/or waive any irregularities. However, the contract may not be awarded to a nonresident bidder unless the nonresident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located. If the funding of the contract involves federal funds, then the contract will be awarded to the lowest and best qualified responsible Texas resident or nonresident bidder whose bid, conforming to the Bid Proposal, is most advantageous to the El Paso Water Utilities.

DEFINITIONS:

BIDDER - means a person, partnership or corporation making a proposal for the performance of the work covered by the contract documents and may be a ‘Texas Resident Bidder’ or a ‘Nonresident Bidder’.

TEXAS RESIDENT BIDDER - means a bidder whose principal place of business is in this state and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

NONRESIDENT BIDDER - means a bidder whose principal place of business is not in this state but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

11. A Bidder may withdraw his bid at any time prior to the date and time of bid opening, provided written authorization is presented to the Purchasing Agent by an officer of the firm that submitted the bid.

12. Any additional information about this bid and/or complaints, questions or comments about the bid of another vendor must be submitted to the Purchasing Agent within 24 hours after the bids are opened for the information or complaint to be considered.
INSTRUCTIONS TO BIDDERS CONTINUED

13. The successful bidder will be required to obtain and maintain comprehensive general liability insurance in an amount not less than $500,000 per occurrence. The City of El Paso and the El Paso Water Utilities Public Service Board shall be included as additional insureds on all policies of comprehensive general liability insurance. Each policy shall contain a clause which requires the insured to give the Public Service Board at least 30 days written notice of cancellation of said insurance or of a material change in same. Prior to the effective date of cancellation, the Bidder shall obtain replacement insurance which meets these specifications. A copy of the Bidder's Certificate of Insurance or other satisfactory evidence of insurance coverage shall be submitted to the Purchasing Agent within 15 days after receipt of a written Notice of Award. UPON FAILURE OF THE SUCCESSFUL BIDDER TO FURNISH SATISFACTORY EVIDENCE OF INSURANCE COVERAGE WITHIN 15 DAYS AFTER RECEIPT OF A WRITTEN NOTICE OF THE BID AWARD, THE NOTICE OF AWARD SHALL BE NULL AND VOID. THE BID SECURITY (PROVIDED IN ACCORDANCE WITH INSTRUCTION 14) SHALL BE FORFEITED AND THE EL PASO WATER UTILITIES SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE BIDDER OR ASK FOR NEW BIDS.

14. Each bid MUST be accompanied by Bid Security made payable to the El Paso Water Utilities Public Service Board in an amount of five (5) percent of the Bidder's total bid and in the form of a certified or cashier's check or a Bid Bond. The Bid bond (and performance and Payment bond when required) shall be in the form prescribed by applicable laws and regulations including, but not limited to, Chapter 2253 of the Texas Government Code and Section 7.19-1 of the Texas Insurance Code. The bond shall be executed by a Surety authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. This Bid Security is provided as a guarantee that the Bidder, if awarded a contract, will execute the contract (Purchase Order of Master Contract) to provide the material, supplies, equipment and/or services. FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL. The Bid Security of all bidders will be retained by the El Paso Water Utilities until award of the contract to the successful Bidder by the Public Service Board. After award of the contract, the Bid Security of the successful Bidder will be retained by the El Paso Water Utilities until receipt of the Performance Bond and/or Payment Bond (if required). Upon receipt of the Performance Bond and/or Payment Bond, the Bid Security will be returned. The Bid Security of the next two low bidders will be retained until execution of the successful Bidder's contract and will then be returned. The Bid Security of all remaining Bidders will be returned after award of the Bid by the Board.

15. The successful Bidder will be required to obtain a Performance Bond and Payment bond (when required) for one hundred percent (100%) of the bid as security for the faithful performance and payment of all of the Bidder’s obligations. All bonds shall be in the form prescribed by all applicable laws and regulations including, but not limited to, Chapter 2253 of the Texas Government Code and Section 7.91-1 of the Texas Insurance Code. The bonds shall be executed by a Surety which is authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. IF THE SUCCESSFUL BIDDER FAILS TO FURNISH THESE BONDS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION OF THE BID AWARD, THEIR BID SECURITY SHALL BE FORFEITED. The El Paso Water Utilities shall then have the right to make the award of a contract to the next lowest responsible, responsive bidder or to ask for new bids.

16. To the fullest extent permitted by laws and regulations, Bidders shall indemnify and hold harmless the El Paso Water Utilities Public Service Board, its officers, agents and employees from and against all claims, damages, losses and expenses; direct, indirect or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of its obligations under this contract and the contract documents.

17. The Bid Proposal MUST be signed by an authorized agent of the bidding company. Failure to sign the Bid Proposal or signing it with a false statement shall void the submitted bid or any resulting contract (Purchase Order or Master Contract) and the bidder may, at the option of the Public Service Board, be removed from the bid list.

18. By signing the Bid Proposal, the Bidder affirms that he has not given or offered to give nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, favor or services to an employee or official of the El Paso Water Utilities in connection with the submitted bid.

19. These INSTRUCTIONS TO BIDDERS, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with the El Paso Water Utilities Public Service Board. Upon award of the bid by the Public Service Board, the Bidder hereby agrees that the signature of its duly authorized agent on the first page of the Bid Proposal shall bind the Bidder to all terms and obligations of the INSTRUCTIONS TO BIDDERS, Bid Proposal and other contract documents.

20. This bid specifically prohibits communications in writing addressed in the final bullet of the cone of silence.