

EL PASO WATER UTILITIES

1154 Hawkins Blvd, El Paso, Texas 79925, 1st Floor Purchasing and Contracts

Formal Bid Solicitation Check List

Removal, Purchase and Installation of a Crane

Bid # 42-18

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

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

_____ Did you check our website 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 complete the Conflict of Interest Questionnaire?

_____ Did you complete the Statement of Residency?

_____ Did you complete the Statement of Nondivestment from Israel?

_____ REVIEW the process associated with the Texas Ethics Commission form 1295? (Form will be required to be completed by awardee on the Friday before Public Service Board Meeting)

_____ Did you sign the Bid Proposal and provide two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy?

_____ Did you complete the Excel Worksheet with all HIGHLIGHTED costs and blank spaces filled out and submit it on a CD or USB Drive along with the sealed bid proposal? The Excel worksheet is found with the bid announcement located at www.epwu.org **(Failure to include the Excel Worksheet and submit it on a CD or USB Drive may deem the bidder's submission non-responsive). Please Label CD or USB Drive with Bid number and Company name.**

_____ Is your bid in a sealed envelope marked with the **Bid Number** and **Company name**? Deliver your bid to the El Paso Water Utilities Purchasing Department by **11:00 a.m. March 23, 2018.**



BID PROPOSAL TO EL PASO WATER UTILITIES

1154 HAWKINS BLVD., EL PASO, TX 79925
Phone: 915/594-5628 Fax: 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: Removal, Purchase and Installation of a Crane
BID NUMBER: 42-18
TO BE OPENED: 11:00 A.M. MST, March 23, 2018

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

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to Levi Chacon at lchacon@epwu.org or sent via fax to Levi Chacon at (915) 594-5689. Requests need to be submitted by March 14, 2018. Requests submitted after this time frame, may not elicit a response. Answers to bid questions will be posted March 16, 2018.

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/Payment Bond

NOTE:

A **PRE-BID MEETING** shall be held at **10:00 A.M. MST MONDAY MARCH 12, 2018** in the first floor Purchasing 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.**

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NOTE: 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 or USB Drive of this Excel spreadsheet returned with sealed bid. CD or USB Drive must have the bid number and company name written on the CD or USB Drive. Failure to complete this may deem the bidders submission non responsive.

This bid will be awarded to the bidder with the lowest, responsive, responsible "Total Bid" for items ___ 1 ___ thru ___ 3 ___ as noted on the Excel spreadsheet.

THE ITEM(S) CONTAINED WITHIN THIS BID PROPOSAL IS / ARE TO BE PROVIDED IN ACCORDANCE TO THE FOLLOWING AND OR ATTACHED SPECIFICATIONS:

The objective of this bid is for the purchase and installation of an electrical crane system at the Haskell R. Street Wastewater Treatment Plant in the dewatering building. The contractor shall also be responsible in removing the existing crane equipment and disposing of the materials.

Crane and Equipment installation and Testing

Line item 1 will pay for the material, coating and labor for the installation of a new crane with appurtenances. The new crane will be installed at the dewatering building at the Haskell R. Street Wastewater Treatment Plant.

Table 1: Minimum Crane Requirements

Type	Single Girder Underhung (SGUH) Bridge Crane
Crane Raiting	2 – Ton
Crane Span (Hoist and Runway)	24'-6"
Runway Girders	70' +/-
Industrial Festoon System	Stainless Steel (SS)
Pannel	Stainless Steel NEMA 4X
Hoist	Electric Chain Hoist
Trolley	Motorized Trolley
Load Chain	Zinc Plated
Coating	Steel Parts are to be Epoxy Coated
Controls	8 Button Controller - Pendant Push Botton Station
Markings	On a Plate Mark Hoist Rated Load on hoist or trolley unit. Visible from ground.
Manufacturer's Identification Markings	On a Plate Provide the Following: J Name and Address of Manufacturer J Manufacturer's Model and Serial Number J Voltage of AC power supply and phase and frequency of AC power suupply

The new crane shall be rated at 2-ton. The crane span is 24-6", hoist and runway. The replacement shall be all new materials. Attachments to the existing ceiling rods, including runway girders to be 70' +/-, electrification, stainless steel c-track, electric traveling bridge crane SGUH, SS Panel, with electric chain hoist and motorized trolley. Zinc load chain, all steel including the bridge hoist components to be epoxy paint. Crane components can be ACCO Wright or Coffing or of equal quality and value, duct-o-wire/Conductix festoon system and pendant.

A plate with the following markings needs to be installed on the equipment: load rating of the hoist and the manufacturer's Identification.

Warning labels such as exceeding rated load and improper hoist use techniques. Labels shall comply with industry standard and ANZI 535.4.

The Contractor shall replace/repair existing ceiling rods in whole or in part should the rod be found to be unusable during removal of existing runway girders. Should the threads be damaged or should they have extensive corrosion a full replacement of a partial removal shall be included.

Submittal with Engineering Seal

The contractor is responsible for providing a submittal with the design for the crane system. The design has to be signed and sealed by a Professional Engineer licensed in the state of Texas.

Testing of New Crane

The contractor shall be responsible for load testing the new crane. As per Load Testing (OSHA 1910.179 (k) testing); load tests is to be conducted at no less than 125% of the rated capacity. The test performed is to ensure that the crane system can handle the maximum weight capacity in operation once installed. Once the testing is completed, a test load report shall be submitted to the owner, both electronically and one (1) hardcopy for the owner records.

Removal of Existing Equipment

Dewatering room has other equipment that needs to remain in operations at all time and during the removal of the existing SGUH crane on site. For reference of elevations and equipment location, see figure 1 and 2. A site visit for further inspection will be coordinated immediately after the pre-bid meeting.

Figure 1: Dewatering Building Cross Section

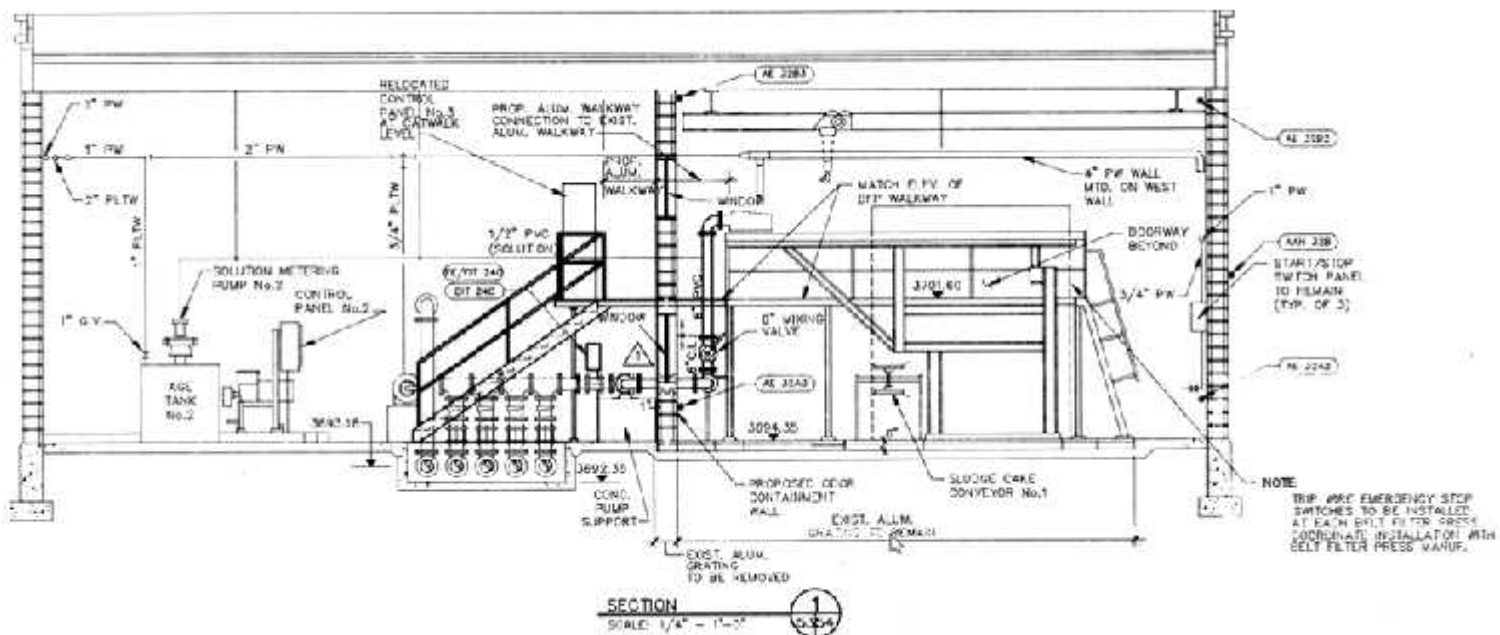
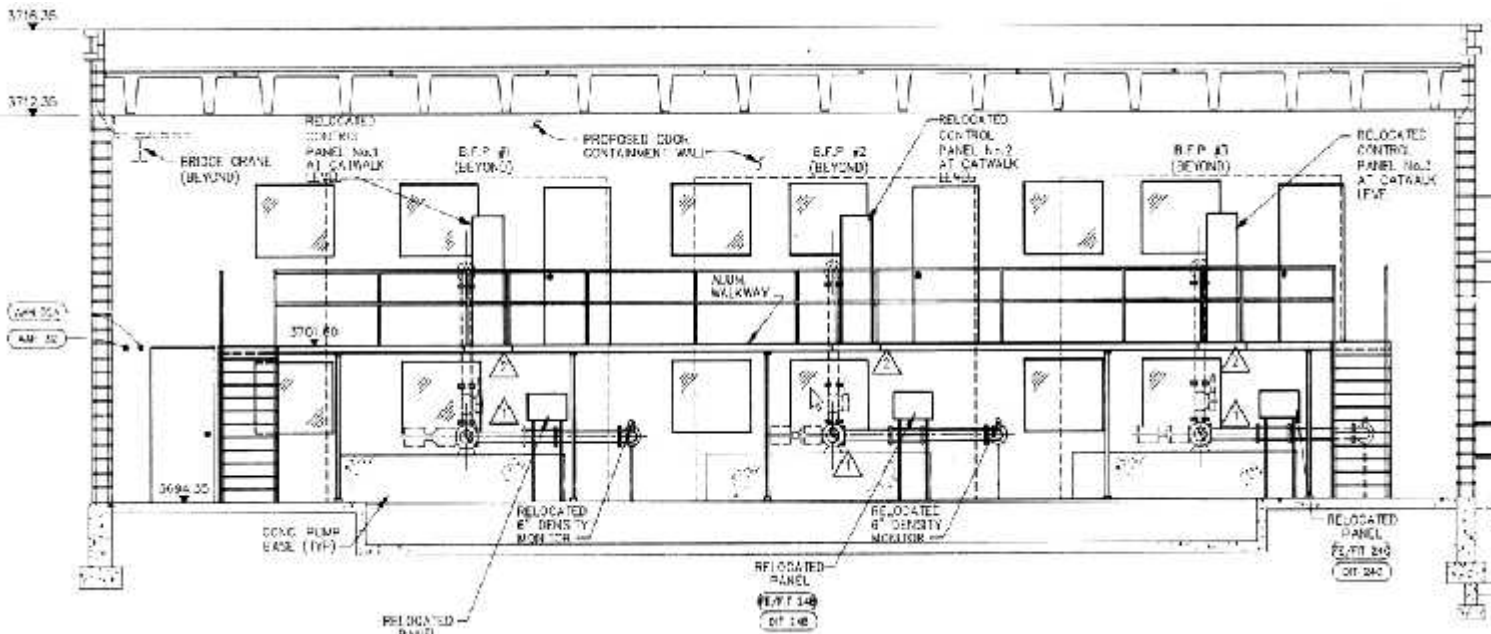


Figure 2: Dewatering Building Cross Section



COATING SPECIFICATIONS

The work of this section includes the coating of all surfaces. The room in which the crane is located is prone to corrosion. The corrosive environment is mostly from hydrogen sulfide gas and humidity. All steel parts; runway, girders, hanger rods, bridge girder and end trucks) will need to be epoxy painted.

CONTRACTOR

- A. The Contractor shall have three years practical experience and successful history in the application of specified products in hoist and cranes. Upon request, he shall substantiate this requirement by furnishing a list of references and job completions.
- B. The Contractor shall submit with their bid a written statement by the coatings manufacturer stating that the Contractor is familiar with the materials specified and has workers capable of performing the work specified herein.
- C. The personnel performing the work shall be knowledgeable and have the required experience and skill to adequately perform the work for this project, in accordance with SSPC-PA1, "Shop, Field and Maintenance Painting".

QUALITY ASSURANCE

- A. **General:** Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the Engineer.

- B. **Surface Preparation:** Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces: SSPC-VIS 1-89", ASTM Designation D2200-95, "Standard Methods of Evaluating Degree of Rusting on Painted Surfaces", ASTM D 4417-91, Method A and/or Method C or NACE Standard RP0287-87, and ASTM Designation D610 "Visual Standard for Surfaces of New Steel Air blast Cleaned with Sand Abrasive". In all cases the written standard shall take precedence over the visual standard. In addition, NACE Standard SP0178, along with the Visual Comparator, shall be used to verify the surface preparation of welds.
- C. **Application:** No coating or paint shall be applied when: 1) the surrounding air temperature or the temperature of the surface to be coated or painted is below the minimum surface temperature for the products specified herein, 2) rain, snow, fog or mist is present, 3) the temperature is less than 5F above the dew point, 4) the air temperature is expected to drop below the minimum temperature for the products specified within six hours after application of coating. If any of the above conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- D. **Coating Thickness:** Thickness of coatings and paint shall be measured checked according to the procedures outlined in SSPC-PA 2 "Measurement of Dry Film Thickness with Magnetic Gages", May 2012 Edition. Dry film thickness shall be a Level 2 as defined in Paragraph 9.2, excepting that no single gage reading shall be less than 80% of the specified dry film thickness. Areas that fail to meet these criteria shall be corrected at no expense to the Owner. Use of an instrument such as a Tooke Gauge, precision groove grinder, etc. is permitted if a destructive test is deemed necessary by the Engineer and the total DFT is less than 50 mils.
- E. **Inspection Devices:** The contractor shall furnish, until final acceptance of coating and painting is accepted, inspection devices in good working condition for detection of holidays and measurement of dry film thickness of coating and paint. The Contractor shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates and/or plastic shims, depending upon the thickness gauge used, to test the accuracy of dry film thickness gauges and certified instrumentation to test the accuracy of holiday detectors. Dry film gauges and holiday detectors shall be made available for the Engineer's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Engineer.
- F. **Inspection:** Inspection for this project shall consist of 'hold point' inspections. The Engineer or his representative shall inspect the surface prior to abrasive blasting, after abrasive blasting but prior to application of coating materials, and between subsequent coats of material. Final inspection shall take place after all coatings are applied.

SAFETY AND HEALTH REQUIREMENTS

- A. **General:** In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personal protective lifesaving equipment for persons working on or about the project site.

- B. Head and Face Protection and Respiratory Devices:** Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work site during sandblasting shall wear eye and face protection devices and air purifying, half-mask or mouthpiece respirators with appropriate filters. Barrier creams shall be used on any exposed areas of skin.
- C. Ventilation:** Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- D. Sound Levels:** Whenever the occupational noise exposure exceed maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.
- E. Temporary Ladders and Scaffolding:** All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

PRODUCT DELIVERY, STORAGE & HANDLING

- A.** All materials shall be brought to the jobsite in original sealed containers. They shall not be used until the Engineer has inspected the contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- B.** All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with City, County, State and Federal safety codes for flammable coating or paint materials. At all times coatings and paints shall be protected from freezing.

COATING MATERIALS

ACCEPTABLE MANUFACTURERS

- A.** Materials specified are those that have been evaluated for the specific service. Products of the Tnemec Company, Inc. are listed to establish a standard of quality. Equivalent materials of other manufacturer's may be submitted on written approval of the Engineer. As part of the proof of equality, the Engineer will require at the cost of the Contractor, certified test reports from a nationally known, reputable and independent testing laboratory conducting comparative tests as directed by the Engineer between the product specified and the requested substitution.
- B.** Requests for substitution shall include manufacturer's literature for each product giving name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified lab test reports showing results to equal the performance criteria of the products specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service.
- C.** All requests for product substitution shall be made at least 10 days prior to the bid date.
- D.** Any material savings shall be passed to the owner in the form of a contract dollar reduction.

- E. Manufacturer's color charts shall be submitted to the Engineer at least 30 days prior to coating and/or paint application. General Contractor and Painting Contractor shall coordinate work so as to allow sufficient time (normally seven to ten days) for paint to be delivered to the job site.

GENERAL REQUIREMENTS

- A. All materials shall be lead-free as defined by the Consumer Product Safety Act, Part 1303.
- B. All zinc dust pigment contained in any zinc-rich material shall meet the requirements of ASTM D 520 Type III as regards zinc content and purity.
- C. No coatings shall contain Methylene Dianiline (MDA). All coatings, including all colors, shall be lead-free.
- D. All catalyzed polyurethane products shall meet the minimum requirements of SSPC Paint Specification Number 36, Level 3 Performance Level.

MATERIAL PREPARATION

- A. Mix and thin materials according to manufacturer's latest printed instructions.
- B. Do not use materials beyond manufacturer's recommended shelf life.
- C. Do not use mixed materials beyond manufacturer's recommended pot life.
- D. Do not split kits of multi-component products.

Ferrous Metal

1. **Surface Preparation Prior to Abrasive Blast Cleaning:** Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.
2. **Surface Preparation:** SSPC-SP6 Commercial Blast Cleaning. Anchor profile shall be angular with a 1.5 to 2.0 mil profile as per ASTM D 4417, Method C or NACE Standard RP0287.
3. **Coating System:**
 -) **Prime Coat:** Tnemec Series 1 Omnithane applied at 2.5 to 3.5 dry mils.
 -) **Intermediate:** Tnemec Series 66HS H.B. Epoxoline applied at 3.0 to 5.0 dry mils.
 -) **Finish Coat:** Tnemec Series 290 CRU applied at 2.0 to 3.0 dry mils. (Application by brush or roller may require two coats to achieve specified film thickness.)

Total minimum dry film thickness shall be **7.5** mils.

EXECUTION

GENERAL

- A.** All surface preparation, coating and painting shall conform to applicable standards of the Society for Protective Coatings, and the manufacturer's printed instructions. Material applied prior to approval of the surface by the Engineer, shall be removed and re-applied to the satisfaction of the Engineer at the expense of the Contractor.
- B.** All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained.
- C.** Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.
- D.** Coating and painting systems include surface preparation, prime coating and finish coatings. Unless otherwise approved in writing by the Engineer, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime coat compatible with the finish coat specified. Any off-site work, which does not conform to this specification is subject to rejection by the Engineers. Shop applied prime coatings, which are damaged during transportation, construction or installation shall be thoroughly cleaned and touched up in the field as directed by the Engineer. The Contractor shall use repair procedures, which insure the complete protection of all adjacent primers. The specified repair method and equipment may include wire brushing, hand or power tool cleaning or dry air blast cleaning. In order to prevent injury to surrounding painted areas, blast cleaning may require use of lower air pressure, smaller nozzle and abrasive particle sizes, or shorter blast nozzle distance or uneconomical to touch-up, then the item shall be re-cleaned and coated or painted as directed by the Engineer.
- E.** The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. The Contractor's equipment shall be subject to approval of the Engineer.
- F.** Application of the first coat shall follow immediately after surface preparation and cleaning and stripe coat, if applicable, before rust bloom occurs or the same day, whichever is less. Any cleaned areas not receiving first coat within this period shall be re-cleaned prior to application of first coat.
- G.** Prior to assembly, all surfaces made inaccessible after assembly shall be prepared as specified herein and shall receive the coating or paint system specified.

SURFACE PREPARATION

- A.** The latest version of the following surface preparation specifications of the Society for Protective Coatings shall form a part of this specification:

 - 1. Solvent Cleaning (SSPC-SP1):** Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.

2. **Hand Tool Cleaning (SSPC-SP2):** Removal of loose rust, loose mil scale and other detrimental foreign matter to degree specified by hand chipping, scraping, sanding and wirebrushing.
 3. **Power Tool Cleaning (SSPC-SP3):** Removal of loose rust, loose mil scale and other detrimental foreign matter to degree specified by hand chipping, scraping, sanding and wirebrushing.
 4. **White Metal Blast Cleaning (SSPC-SP5/NACE 1):** Blast cleaning to a gray-white uniform metallic color until each element of surface area is free of all visible residues.
 5. **Commercial Blast Cleaning (SSPC-SP6/NACE 3):** The removal of all visible oil, grease, dirt, dust, mil scale, rust, paint, oxides, corrosion products and other foreign matter by compressed air nozzle blasting centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 33% of each square inch of surface.
 6. **Brush-Off Blast Cleaning (SSPC-SP7/NACE 4):** Blast cleaning to remove loose rust, loose mil scale and other detrimental foreign matter degree specified.
 7. **Near White Blast Cleaning (SSPC-SP10/NACE 2):** The removal of all visible oil, grease, dirt, dust, mil scale, rust, paint, oxides, corrosion products and other foreign matter by compressed air nozzle blasting, centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 5% of each square inch of surface area.
 8. **Power Tool Cleaning to Bare Metal (SSPC-SP11):** Power tool cleaning to produce a bare metal surface and to retain or produce a minimum 1.0 mil surface profile. This standard is suitable where a roughened, clean, bare metal surface is required, but where abrasive blasting is not feasible or permissible.
 9. **Surface Preparation of Concrete (SSPC-SP13/NACE 6):** Surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.
- B.** Slag, weld metal accumulation and spatters not removed by the Fabricator, Erector or Installer shall be removed by chipping and/or grinding. All sharp edges shall be peened, ground or otherwise blunted. All grinding and finishing of welds, edges, etc. shall be performed prior to solvent cleaning and abrasive blasting. Welds shall be prepared as per NACE Standard SP0178 for all interior and exterior surfaces. Minimum acceptable level of finish shall be Designation "D" unless specified otherwise.
- C.** Field blast cleaning for all surfaces shall be by dry method unless otherwise directed. Blast nozzles shall be venturi-type nozzles with a minimum pressure at the nozzle of 90 psi.
- D.** Particle size of abrasives used in blast cleaning shall be that which will produce a 1.5 – 3.0 mil (37.5 microns - 65.0 microns) surface profile or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied.

If the profile of the blasted steel exceeds the profile specified above, the Contractor shall be required to do one or both of the following:

1. Re-blast the surface using a finer aggregate in order to produce the required profile.
 2. Apply a thicker prime coat, if possible given the limitations of the products being applied, in order to adequately cover the blast profile.
- E. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved in writing by the owner.
- F. The Contractor shall keep the area of his work and the surrounding environment in a clean condition, to prevent the accumulation of blasting material and prevent hazards.

APPLICATION, GENERAL

- A. Thinning shall be permitted only as recommended by the manufacturer.
- B. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- C. Protective coverings or drop cloths shall be used to protect floors, fixtures, and equipment. Care shall be exercised to prevent coatings or paints from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which materials cannot be removed satisfactorily shall be recoated or repainted.
- D. Film thickness per coat specified in Sections 2.5.4 are the minimum required. If brush or roller application is deemed necessary, the Contractor shall apply additional coats as to achieve the specified thickness.
- E. All materials shall be applied as specified.

COATING SYSTEM APPLICATION

- A. Areas rendered inaccessible after erection shall receive the full coating system prior to erection and/or assembly.

COLOR SCHEME

- A. The owner shall select colors for the project. The Contractor shall submit current charts of the manufacturer's available colors to the Engineer thirty-days (30) prior to the start of coating and painting.

SOLVENT VAPOR REMOVAL

- A. All solvent vapors shall be completely removed by suction-type exhaust fans and blowers before placing closed structures in operating service.
- B. All solvent vapors will be exhausted both during and after coating application as per AWWA D 102 to allow the proper curing of the coating material.
- C. Ventilation shall be continued until such time as the coating has reached "full cure" as specified by the coating manufacturer.

REPAIRS

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Repair all defects to the full depth and number of coats specified herein:

1. Abrasive blasting shall be in accordance with SSPC-SP6/NACE No. 3 Commercial Blast Cleaning obtaining a minimal surface profile as specified herein.
2. Power tool cleaning shall be in accordance with SSPC-SP11 Power Tool Cleaning to Bare Metal. Surface profile shall be angular and not less than the surface profile as specified herein.
3. All edges of remaining sound, tightly adhering coating shall be feathered back (beveled) to create a smooth transition from the substrate to the coatings surface. The coating may be considered tightly adhering if an edge cannot be lifted with a dull putty knife.
4. Install the coating system as specified herein to provide a complete and monolithic system, free of voids and pinholes.

CLEAN-UP

Upon completion of the work, all staging, scaffolding and containers shall be removed from the site. Coating or paint spots, oil or stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the satisfaction of the Engineer at no cost to the Owner.

UNIT PRICE:

Purchase and Install

The cost for this line item includes all design, labor, material rental equipment and load testing. Necessary to provide a new electric traveling bridge crane SGUH complete installation as described in Section 1. **NOTE: The design must be signed and sealed by a Professional Engineer licensed in the state of Texas.**

Remove and Replace

This item will pay for the removal and replacement of the existing crane system at the Haskell R. Street Wastewater Treatment Dewatering building. This line item shall cover all labor, material, rental equipment necessary for the removal of the existing equipment. The hauling and disposal of the existing material shall be included as part of this line item.

If there are any parts that the Plant Superintendent deems could be salvageable, he will have the opportunity to keep any of the material, as deem necessary. If not all items will be the responsibility of the contractor to dispose.

Warranty

Warranty inspection will be conducted during the eleventh month following acceptance of all work. All defective work shall be repaired in accordance with this specification and to the satisfaction of the Engineer and/or Owner.

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Once any deficiencies are corrected, a loading testing and an inspection shall be conducted as part of the 1-year warranty and a report shall be provided to EPWater.

This line item will be paid once the warranty walkthrough is performed, deficiencies are repaired and the load testing is conducted.

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

Alternative Item

This item will cover the replace/repair of existing ceiling rods in whole or in part should rod be found to be unusable during removal of existing runway girders.

The Contractor shall provide a cost to remove and replace all ceiling rods. A second cost would be provided to only repair each individual ceiling rod as necessary.

This line item will not be considered as part of the total bid for award. Once the ceiling rods are inspected the adequate line item will be paid.

-Name

-Company Name

-Employee's Picture

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

DISCOUNT:

Unless a discount is provided as an inducement for prompt payment, El Paso Water Utilities is not obligated to make payment on invoice(s) for this contract until 30 days after receipt of the invoice or 30 days after acceptance of the **Removal, Purchase and Installation of a Crane**, whichever is later. Any discount will be used in the evaluation of the bid submittal to determine the lowest responsive bid.

Discount: _____

Payment Terms: _____

Payment may be delayed in accordance with exceptions under the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). Interest on all overdue payments shall be imposed in accordance with the provisions of the Texas Prompt Payment Act.

Transportation:

F.O.B. – El Paso, Texas. Delivery carriers must meet insurance requirements.

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

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? If the bidder is a "**Resident Bidder**", please complete and return the **Statement of Residency Form** with your bid.

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 their 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 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 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.

STATEMENT OF RESIDENCY

The following information is required by El Paso Water Utilities in order to comply with the provisions of Texas Government Code §§ 2252.001 *et. seq.* Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by El Paso Water Utilities. Failure to provide all required information may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

Definitions

Resident Bidder: a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

Nonresident Bidder: a person who is not a resident.

Principal Place of Business in Texas: a permanent business office located in Texas from which a bid is submitted and from which business activities are primarily conducted for the organization other than submitting bids to governmental agencies, where at least one employee works for the business entity.

Bidder's Complete Company Name: _____

State the address of your principal place of business in the space provided below:

State the nature of the business conducted at your principal place of business in the space provided below:

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State the number of employees you have at your principal place of business: _____

I swear and attest that the information provided above is true and correct as of the date _____ ("Bidder") submitted its bid on Bid No. _____. I further attest that I am an authorized representative of Bidder or have been duly authorized to represent Bidder in this matter. I understand that the information provided is being relied on by El Paso Water Utilities in order for it to comply with state purchasing laws and will materially affect its decisions in this regard. Should the information provided be false or materially misleading, any contract entered into between El Paso Water Utilities and Bidder will be void and El Paso Water Utilities may pursue any legal claims it may have against Bidder.

[SIGNATURE ON NEXT PAGE]

By: _____
Contractor Name
Name: _____
Owner
Title: _____
Company: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, as _____ of _____, a _____.

SUBJECT: Removal, Purchase and Installation of a Crane

BID NUMBER: 42-18

TO BE OPENED: 11:00 A.M. MST, March 23, 2018

Notary Public, State of _____

My Commission Expires:

STATEMENT OF NONDIVESTMENT FROM ISRAEL

The following information is required by El Paso Water Utilities – Public Service Board (“EPWater”) in order to comply with the provisions of Texas Government Code §§ 2270.002.

I swear and attest that the following is true and correct as of the date _____ (“Bidder”) submitted its bid on Bid No._____: Bidder does not boycott Israel and will not boycott Israel during the term of the contract should it be awarded to Bidder. I further attest that I am an authorized representative of Bidder or have been duly authorized to represent Bidder in this matter. I understand that the information provided is being relied on by EPWater in order for it to comply with state purchasing laws and will materially affect its decisions in this regard. Should it be discovered that the statement by Bidder contained herein is false, any contract entered into between EPWater and Bidder will be void and EPWater may pursue any legal claims it may have against Bidder.

By: _____
Name: _____
Title: _____
Company: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____,
20__, by _____, as _____
of _____, a _____.

Notary Public, State of _____

My Commission Expires:

2. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- a. The Utility has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the Utility.
- b. The Utility does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

3. 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. El Paso Waters 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 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 El Paso Water Utilities will be paid within 30 days of El Paso Waters Utilities' receipt date of the invoice.
- j. If partial shipments or deliveries are authorized by El Paso Water Utilities, the Contractor shall be paid for the partial shipment or delivery as stated above.
- k. El Paso Water Utilities may withhold or off set 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.

4. INDEMNIFICATION:

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD 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 El Paso Water Utilities as required by law, El Paso Water Utilities will promptly forward to Contractor every demand, notice, summons or other process received by 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 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 El Paso Water Utilities in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by El Paso Water Utilities including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. 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. El Paso Water Utilities will not be responsible for any loss or damage to the Contractor's property from any cause.

5. GRATUITIES:

El Paso Water Utilities may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by 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 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 El Paso Water Utilities pursuant to this provision, 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.

6. TERMINATION:

I. TERMINATION FOR CONVENIENCE

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 El Paso Water Utilities to be paid the Contractor. If the Contractor has any property in its possession belonging to El Paso Water Utilities, the Contractor will account for the same, and dispose of it in the manner El Paso Water Utilities directs.

II. TERMINATION FOR DEFAULT

If the Contractor fails to comply with any provision of the contract, 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 El Paso Water Utilities before termination notice is rendered. 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 El Paso Water Utilities terminates this Contract because the Contractor failed to perform the services as required by the Contract, 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. El Paso Water Utilities may recover the difference between the cost of the substitute services and the Contract price from the Contractor as damages. 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 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.

7. 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.

8. 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 El Paso Water Utilities.

9. VENUE:

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

10. CONTRACT ADMINISTRATION:

Administration of this Contract, on behalf of El Paso Water Utilities, is the responsibility of Levi Chacon, Purchasing Agent, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Levi Chacon can be reached by telephone at (915) 594-5625, or by FAX at (915) 594-5689. Correspondence should be addressed to: El Paso Water Utilities, Purchasing and Contract Administration, Attn: Levi Chacon, 1154 Hawkins Blvd. El Paso, TX 79925. Please refer to Bid Number or Contract Number in all correspondence.

11. 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.

INSURANCE REQUIREMENTS				
LIMITS OF COVERAGE FOR ALL GOODS AND SERVICES	AUTOMOBILE {Combined Single Limit} Per Accident	COMMERCIAL GENERAL LIABILITY {Combined Single Limit} <u>Per Project</u>	WORKERS' COMPENSATION {Employers' Liability} Per Accident Per Employee Per Disease	UMBRELLA {Combined Single Limit}
CONTRACT PRICE LESS THAN \$100,000: Occurrence General Aggregate Products/Completed Operations Aggregate	\$300,000	\$ 500,000 \$ 500,000 \$1,000,000	\$ 500,000 \$ 500,000 \$ 500,000	Not applicable
CONTRACT PRICE EQUAL TO \$100,000 OR GREATER AND LESS THAN \$500,000: Occurrence General Aggregate Products/Completed Operations Aggregate	\$500,000	\$ 500,000 \$1,000,000 \$1,000,000	\$ 500,000 \$ 500,000 \$ 500,000	Not applicable
CONTRACT PRICE EQUAL TO OR GREATER THAN \$500,000 AND UP TO AND INCLUDING \$10,000,000: Occurrence General Aggregate	\$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000

Products/Completed Operations Aggregate		\$2,000,000	\$1,000,000	
CONTRACT PRICE GREATER THAN \$10,000,000:				
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
General Aggregate		\$2,000,000	\$1,000,000	\$5,000,000
Products/Completed Operations Aggregate		\$2,000,000	\$1,000,000	

With respect to the above required insurance, El Paso Water Utilities and its officers and employees shall be named as additional insureds as their interests may appear. El Paso Water Utilities shall be provided with 30 days advance notice, in writing, of any cancellation or material change. 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: Levi Chacon, Purchasing Agent
1154 Hawkins Blvd.
El Paso, Texas 79925

Failure to submit insurance certification may result in contract cancellation.

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

12. PRICE ADJUSTMENT:

I. MINIMUM WAGE

A price adjustment increase will be allowed if there is a **federally mandated** increase.

13. CONE OF SILENCE

The "Cone of Silence" is imposed upon each RFP, RFQ or Bid from the time of advertising until it is posted on the Public Service Board Agenda for award. The Cone of Silence prohibits communications with El Paso Water Utilities 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 El Paso Water Utilities employees.
-) Potential vendors, service providers, bidders, or consultants, any member of the Board, the

SUBJECT: Removal, Purchase and Installation of a Crane

BID NUMBER: 42-18

TO BE OPENED: 11:00 A.M. MST, March 23, 2018

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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 Sr. Purchasing Agent, Purchasing Agent, Contracts Developer Coordinator, 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 El Paso Water Utilities General Counsel and the Purchasing Agent.

The "Cone of Silence" applies to any and all potential subcontractors as well.

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Instructions - Form 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. "Interested Party" means a person:
 - a. Who has a controlling interest in a business entity with whom a governmental entity contracts: or
 - b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
2. "Intermediary" means "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a. Receives compensation from the business entity for the person's participation;
 - b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c. Is not an employee of the business entity
3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.
4. "Contract" includes an amended, extended, or renewed contract.
5. "Controlling Interest" means:
 - a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



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 Utility, El Paso, Texas 79961 or delivered to the Purchasing and Contracts Administration Department, El Paso Water 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 El Paso Water 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, El Paso Water Utility 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. El Paso Water Utility 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 El Paso Water Utility.
7. The Bid Submittal shall remain subject to acceptance for (90) Ninety 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 their 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 El Paso Water Utility. If deemed to be in the best interest of El Paso Water Utility, 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 El Paso Water Utility.

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 the state of Texas.

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 the state of Texas.

11. A Bidder may withdraw their 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. Reference bid proposal for insurance requirements.
14. Each bid MUST be accompanied by Bid Security made payable to El Paso Water Utility 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 SHALL BE FORFEITED AND EL PASO WATER UTILITY SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE BIDDER OR ASK FOR NEW BIDS. The Bid Security of all bidders will be retained by El Paso Water Utility 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 El Paso Water Utility 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.** El Paso Water Utility 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 El Paso Water Utility, The 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 El Paso Water 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 El Paso Water. 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.