



**REQUEST FOR PROPOSAL
No. RFP34-18**

Proposal Due Date: March 20, 2018 at 11:00 A.M MST

**WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES
FOR EL PASO WATER ENVIRONMENTAL COMPLIANCE DIVISION**

Proposal must be sealed and delivered to:

El Paso Water (EP Water)
Attention: Christina Rivas
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. The RFP documents, including addendums, will be posted to the EP Water website at www.epwu.org Proposals received and accepted shall become the property of EP Water and will **NOT** be returned.

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

Procedural or contractual questions can be directed to Christina Rivas, Procurement Analyst at crivas@epwu.org.

Instructions to Bidders:

Item # 8 – Respondents presence is not required for Proposal submittal.

Item # 14 - Bid Security

Item # 15 - Payment & Performance Bond

Are **NOT** required for this RFP.

The Utility will award the contract to the respondent that submits a proposal which receives the highest cumulative score for each of the evaluation factors delineated herein.

NOTE:

A **PRE-PROPOSAL MEETING** shall be held at **11:00 A.M. MST, Thursday, March 8, 2018** at the El Paso Water Utilities Bldg., 1154 Hawkins Blvd. The purpose of having the PRE-PROPOSAL MEETING is to review the requirements in the proposal and respond to questions from potential respondents. **ATTENDANCE AT THE PRE-PROPOSAL MEETING IS HIGHLY RECOMMENDED.**

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PART 1 – GENERAL INFORMATION

1.1 PRICE ESCALATION

A Price Escalation may be considered under the following conditions:

- a. Prices must be firm for at least the first 12 month period from award.
- b. A request for a price increase must be accompanied by a Certified Letter from the contractor's supplier or other forms of evidence as deemed necessary by El Paso Water Utilities which includes the price increase to the contract. The price increase shall be effective within 14 calendar days from El Paso Water Utilities acceptance.
- c. El Paso Water Utilities reserves the right to cancel the contract resulting from this Request for Proposal and re-competing our requirements if the price escalation requested is above the current open market price. Cancellation of the contract will not affect any outstanding orders.
- d. All price increases accepted shall be effective for a 12 month period from the revised date of the Master Contract.

1.2 PRICE DE-ESCALATION

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

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:

-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.

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 **Waste Removal and Disposal and Emergency Spill Response Services for El Paso Water Environmental Compliance Division**, whichever is later.

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.

1.3 Resident Bidder Information

Respondent must answer the following questions:

Does the bidder that is making and submitting the proposal qualify as a "**Resident Bidder**" or a "**NonResident Bidder**" under Texas Law? If the respondent is a "**Resident Bidder**", please complete and return the **Statement of Residency Form** with your proposal.

Answer: _____

If the respondent 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 proposal of a resident respondent of that state in order for the nonresident bidder of that state to be awarded the contract on his proposal in such state?

Answer: _____

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 Proposal unless the nonresident's proposal is lower than the lowest proposal submitted by a responsible **Texas Resident Respondent** by the same amount that a **Texas Resident Respondent** would be required to underbid the nonresident respondent 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 Request for proposal.

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1.4

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 proposal. Respondents' cooperation in this regard will avoid costly time delays in the award of proposals by El Paso Water Utilities. Failure to provide all required information may result in the highest cumulative submission being considered non-responsive and non-responsible, and the second highest cumulative submission being considered for award.

Definitions

Resident Respondent: 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 Respondent: 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.

Respondent'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:

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 _____ ("Respondent") submitted its bid on Bid No. _____. I further attest that I am an authorized representative of Respondent or have been duly authorized to represent Respondent 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 Respondent will be void and El Paso Water Utilities may pursue any legal claims it may have against Respondent.

[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

_____.

Notary Public, State of _____

My Commission Expires:

1.5 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 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 VENUE

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

1.12 CONTRACT ADMINISTRATION:

Administration of this Contract, on behalf of El Paso Water Utilities, is the responsibility of Christina Rivas, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Levi Chacon can be reached by telephone at (915) 594-5629, 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 RFP Number or Contract Number in all correspondence.

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

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

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: Christina Rivas, Procurement Analyst
1154 Hawkins Blvd.
El Paso, Texas 79925

Failure to submit insurance certification may result in contract cancellation.

Exception for insurance requirements:

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

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

1.14 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, respondents, or consultants and El Paso Water Utilities employees.
- Potential vendors, service providers, respondents, 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 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-proposal 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 respondent shall render that proposer's or respondent'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.

PART 2 – SPECIFICATIONS

2.1 INTRODUCTION

El Paso Water (EPWater) 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.

2.2 IMPORTANT DATES

(All times are Mountain Standard Time):

Advertisement Date:	March 5 & 12, 2018
Pre-Proposal Meeting:	March 8, 2018 at 11:00 AM
Deadline for mailed/emailed written questions:	March 12, 2018 at 5:00 PM
Date answers to questions posted on website:	March 14, 2018 by 5:00 PM
Deadline for receipt of proposals:	March 20, 2018 at 11:00 AM

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 proposal. Proposals received and accepted shall become the property of the El Paso Water and will **NOT** be returned.

NOTE: The submittal package shall consist of one original (signed blue ink) and one copy of a bound file, and one electronic files in either CD's or USB drives, the files shall be compatible with Microsoft Word or Adobe Reader. The proposal shall consist of no more than 20 pages, (plus any resumes for employees and specification of proposed materials). **FAILURE TO SUBMIT THE "UNIT PRICE SCHEDULE" AND THE FOLLOWING SUBMITTAL REQUIREMENTS WITH PROPOSAL MAY AUTOMATICALLY DISQUALIFY THE PROPOSAL FROM CONSIDERATION.**

2.3 PRE-PROPOSAL MEETING

A PRE-PROPOSAL MEETING will be held at 11:00 A.M., MST, March 8, 2018 on the third floor Engineering Conference Room (1) or (2) of the El Paso Water Building located at 1154 Hawkins Boulevard, El Paso, Texas 79925. The purpose of this meeting is to respond to questions which will allow for preparation of a complete proposal. Request for Proposal documents may be downloaded from the internet at www.EPWU.org

2.4 SELECTION PROCEDURE

The **WASTE REMOVAL AND DISPOSAL AND EMERGENCY SPILL RESPONSE SERVICES** contractor will be selected based on responsiveness of the submittal and RFP Evaluation Criteria. A Committee will be assembled to evaluate the proposals. It is the responsibility of the submitter to ensure all required information is provided. Failure to include the required information may render the submittal non-responsive resulting in rejection.

ENVIRONMENTAL COMPLIANCE

The Contractor will ensure compliance with all the federal, state and local requirements of remediation, transportation, storage and disposal, including obtaining all necessary permits, licenses and approvals.

In this regard, the Contractor, or an approved subcontractor, will provide proof of license and registration by the Texas Commission on Environmental Quality (TCEQ) to transport hazardous

waste. The Contractor is responsible for notifying EPWater of changes in status of the license and registration. The Contractor will disclose all information regarding notices of violation(s), fines and penalties assessed in the last five (5) years by any regulatory agency including but not limited to the TCEQ, Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA). This includes actions against the Contractor under other names under which the company has been registered.

2.5 GENERAL REQUIREMENTS

This contract will be administered by EPWater Environmental Compliance Division. All activities will be coordinated through the Environmental Compliance Manager or designated appointee.

The Contractor will provide all necessary labor, equipment, materials and testing to classify, remove, transport and dispose of hazardous and non-hazardous waste and/or materials and spill/clean-up response services for EPWater as required by the Environmental Compliance Manager or designated appointee.

The Contractor will be available to respond to any EPWater request for service on an on-call basis. The Contractor will provide and maintain a 24 hours a day, 7 days a week phone number where the Contractor can be contacted for services.

The following general provisions will apply whenever a request for service is made, unless other arrangements are made between Contractor and the Environmental Compliance Manager.

- The Contractor will respond to the request and initiate assessment of the spill or accumulation of hazardous/non-hazardous material within one (1) hour of receiving verbal notification by EPWater Environmental Compliance Division.
- The Contractor will provide an estimate within 24 hours of the on-site visit.
- The Contractor will begin remediation activities at the site within four (4) hours of receiving verbal notification by EPWater Environmental Compliance Division or within a time frame agreed upon by the Environmental Compliance Manager or designated appointee.
- The Contractor will determine the nature and composition of the waste. The cost of laboratory analysis to make this determination will be included in the contract unit pricing. No premium will be allowed and/or paid for laboratory testing.
- The Contractor will submit the original invoice to the Environmental Compliance Manager for review and approval.

2.6 NON-HAZARDOUS WASTE

When the waste involved is classified as non-hazardous and/or the completion of a Uniform Hazardous Waste Manifest is not required, the procedure will be as follows:

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 provided 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 federal, state and local requirements to the Environmental Compliance Manager.

Note: Exemption from the fourteen (14) calendar day requirement may be granted depending on written approval from the Environmental Compliance Manager.

2.7 HAZARDOUS WASTE

When the waste involved is classified as hazardous, the procedure will be as follows:

1. The Contractor will schedule pickup and disposal of the waste with the Environmental Compliance Manager or designated appointee. The Contractor will utilize the most cost-effective method for performing this task in compliance with federal, state and local regulations.
2. The Contractor will provide a completed and signed copy of the Uniform Hazardous Waste Manifest to the Environmental Compliance Manager prior to departing the location where wastes are removed.
3. The Contractor will return completed forms and reports that meet federal, state and local requirements to the Environmental Compliance Manager within fourteen (14) calendar days after transport and disposal of the waste at an authorized disposal facility.

Note: Exemption from the fourteen (14) calendar day requirement may be granted depending on written approval from the Environmental Compliance Manager.

2.8 STORAGE OF HAZARDOUS AND/OR NON-HAZARDOUS WASTE MATERIALS

The Contractor will arrange for temporary storage of hazardous and/or non-hazardous waste materials prior to disposal. All storage facilities will be permitted as required to meet all applicable federal, state and local laws and regulations. The Contractor will provide the Environmental Compliance Manager with a list of waste storage facilities and waste disposal/treatment facilities where waste will be transported. EPWater will not provide waste storage facilities.

The Contractor will ensure segregation of hazardous waste materials in accordance with applicable federal, state and local laws and regulations. The Contractor will provide the appropriate documentation should waste materials become part of an aggregate shipment. In the event of an accident involving leakage, spillage or mishandling of hazardous waste materials during transportation from the site of collection to a hazardous waste disposal site, the Contractor will ensure compliance with all applicable federal, state and local laws and regulations. The Contractor will be liable for any fines or penalties issued to EPWater, as well as for damage to persons or property, resulting from a release of hazardous waste or materials removed during clean up or remediation.

The Contractor will furnish, upon request from the Environmental Compliance Manager, copies of training records, manifests or other documents required by the TCEQ, EPA, OSHA or other government agencies. The Contractor will submit a copy of its Specialized Motor Carrier Certificate issued by the Texas Railroad Commission to the Environmental Compliance Manager. The Contractor facility will be open for inspection by the Environmental Compliance Manager upon request and with a 24 hour notice of inspection.

2.9 DISPOSAL OF HAZARDOUS AND/OR NON-HAZARDOUS WASTE MATERIALS

The Contractor must be familiar with the requirements for manifesting and shipping of hazardous materials of 49 CFR Part 100 to 185 and any other applicable regulations for packaging, placarding, and labeling of hazardous material. The Contractor will supervise packaging and labeling of waste.

The Contractor will make arrangements for disposal of hazardous and/or non-hazardous waste materials. The Contractor must submit proof to EPWater that the owner of the proposed disposal site has a valid operating permit issued by the appropriate government agency.

The Contractor will provide watertight conveyance of any liquid, semi-liquid, or saturated solids, which tend to bleed or leak during transport. No loss of liquid from transported materials will be permitted. Fluid materials transported for disposal must be specifically accepted at the selected disposal site.

All chemicals used during assessment and remediation activities must show approval of either the EPA or other applicable regulatory agency. Use of all such chemicals and disposal of residues will be in conformance with the manufacturer's instructions.

2.10 TRAFFIC CONTROL

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

2.11 CONTRACTOR USE OF SITE AND PREMISES

The Contractor will assume full responsibility for the protection and safekeeping of the site and premises where remediation is taking place, including material and equipment needed for storing, transport and disposal of the waste material.

The Contractor may not store removed waste material on site unless prior approval is received from the Environmental Compliance Manager.

2.12 OWNER OCCUPANCY

The Contractor will cooperate with the Owner to minimize conflicts and to facilitate the Owners operations. The Contractor will schedule work to accommodate this requirement.

2.13 EMERGENCIES

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

2.14 DAMAGE TO PRIVATE PROPERTY

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

2.15 CLEAN-UP

During the course of the work, the Contractor will keep the site of his operations in as clean and neat condition as is possible. The Contractor will dispose of all residue resulting from these activities and surplus material, temporary structures, equipment and vegetation. Any other refuse will be removed and hauled away at the conclusion of the work so the entire work site is restored to a neat and orderly condition.

2.16 SAFETY

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

Contractor personnel must be trained to classify hazardous waste and perform on-site examination and tests to characterize waste as needed. Categorizing unidentified wastes, or unknowns, will be performed by Contractor personnel in accordance with the protocol for identification of unknown solids and liquids. Based upon the results of the on-site test, the materials will be appropriately labeled as to hazard class and packaged appropriately for storage and disposal.

Contractor personnel and supervisors responsible for sorting, packaging and transporting hazardous waste to a hazardous waste facility for disposal must be trained and knowledgeable regarding the incompatibility of various classes of waste and be qualified to package the waste for transport.

EPWater 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. The Contractor will be responsible for initiating an emergency response plan that includes site evacuation procedures if required.

The Contractor must be trained in general first aid and safety measures in event of an accidental exposure of hazardous waste to personnel. The Contractor will ensure on-site availability of first aid kits.

2.17 PERSONNEL ROLES AND LINES OF AUTHORITY

The Contractor has the primary responsibility of responding to and correcting emergency situations that arise during the packaging and disposal of waste. This includes taking the appropriate measures to ensure human health and safety. Other actions may involve evacuation of personnel and the public from project site areas and adjacent residences. The Contractor is responsible for ensuring that corrective measures have been implemented, appropriate authorities notified and follow-up reports are completed. The Contractor will give access to EPWater to conduct periodic audits of all accounting, manifests and related documents.

2.18 SUBMITTALS REQUIRED WITH PROPOSAL:

NOTE: FAILURE TO SUBMIT THE FOLLOWING SUBMITTAL REQUIREMENTS WITH THE PROPOSAL MAY AUTOMATICALLY DISQUALIFY THE PROPOSAL FROM CONSIDERATION.

A. UNIT PRICE SCHEDULE

The Bidder will complete the attached Unit Price Schedule

B. REFERENCES

The bidder will provide five (5) references, including names and telephone numbers, for which continuous spill/clean-up/remediation services have been provided for the past three (3) years. Include services provided to local government agencies including The City of El Paso and EPWater. Prioritize references by local, state, federal government agencies and commercial contracts, in that order.

C. SAFETY AND ENVIRONMENTAL COMPLIANCE RECORD

The bidder will provide a list (if any) of enforcement actions or violations received from regulatory agencies associated with projects in El Paso County within the last three (3) years.

D. EXPERIENCE WITH HAZARDOUS, NON-HAZARDOUS WASTE DISPOSAL AND SPILL/ EMERGENCY CLEAN-UP RESPONSE

The bidder will describe experience with hazardous, non-hazardous waste disposal and spill/clean-up response services provided to local government agencies (including EPWater and City of El Paso, if applicable). The number of years of experience the firm has performing like services.

E. EXPERIENCE OF PERSONNEL, LICENSES AND PERMITS

The bidder will submit a résumé of staff that will be involved with hazardous, non-hazardous waste disposal and spill/clean-up response, and remediation (excluding laborers). The bidder will provide copies of the licenses and/or permits of contractor and contractor personnel to perform hazardous, non-hazardous waste disposal and spill/clean-up response services.

F. EQUIPMENT & MATERIALS

The bidder will provide a list of equipment and materials stored locally for use in waste collection, transportation and disposal and spill/clean-up response services. The bidder will provide an equipment and materials fee schedule.

[SECTION LEFT INTERNTIONALLY BLANK]

PART 3 – EVALUATION

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.

EVALUATION CRITERIA

<u>Criteria</u>	<u>Maximum Points</u>
A. Unit Price Schedule	60%
B. References	10%
C. Safety and Environmental Compliance Record	10%
D. Experience with Hazardous, Non-Hazardous waste disposal and spill/emergency clean-up response	10%
E. Experience of Personnel, Licenses and Permits	5%
F. Equipment and Materials	5%
Total	100%

PART 4 – FORMS

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor doing business with local governmental entity</p>	<p align="center">FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>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.</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

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

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.	OFFICE USE ONLY

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

PART 5 – INSTRUCTIONS TO BIDDERS

1. Respondents **MUST** use the form and format included in this RFP document and provides all required information. The Request for Proposal shall be mailed to the Purchasing and Contracts Administration Department, El Paso Water, P.O. Box 511 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 RFP document. Proposals received after the date and time shall be returned unopened to the Respondent.
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 proposal is requested for a particular item by brand name or other form of identification and the words 'or approved equal' are used, Respondents may proposal 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 PROPOSAL SUBMITTAL** to permit El Paso Water to evaluate the item(s) for compliance with proposal specifications. **RESPONDENTS WHO FAIL TO INCLUDE THIS INFORMATION WITH THE PROPOSAL SUBMITTAL MAY BE DISQUALIFIED.**
4. Additional information not requested in the proposal specifications, but felt to be pertinent by the Respondent, may be included as annotations or attachments to the Proposal 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 shall have the right to buy the merchandise or have the unfinished work completed by another respondent. Any excess in cost for the same item(s) or service over the price specified in the Proposal that was accepted by the Public Service Board will be deducted from any money deposited with this proposal or subsequently due. El Paso Water reserves the right to delete the company from the Respondents List for up to twelve months.
6. All proposals **MUST BE F.O.B. DESTINATION**. All reductions or refunds on freight charges will be for the account of El Paso Water.
7. The Proposal Submittal shall remain subject to acceptance for (90) Ninety days after the proposal opening.
8. Respondents are invited to be present at the opening of proposals.
9. Unless otherwise specified in the Proposal, award of the proposal shall be made by individual item to the lowest responsible respondent meeting specifications for the goods and/or services described in the Proposal. A Respondent may qualify their proposal 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 Proposal to award a contract. Any resulting order will be awarded to the respondent that submits a proposal which receives the highest cumulative score for each of the evaluation factors delineated herein. If deemed to be in the best interest of El Paso Water, the Public Service Board reserves the right to reject any or all proposals, 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 proposal is lower than the lowest proposal 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 proposal, conforming to the Proposal, is most advantageous to El Paso Water.

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 PROPOSALDER - means a respondent 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 PROPOSALDER - means a respondent 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 Respondent may withdraw their proposal at any time prior to the date and time of proposal opening, provided written authorization is presented to the Purchasing Agent by an officer of the firm that submitted the proposal.
12. Any additional information about this proposal and/or complaints, questions or comments about the proposal of another vendor must be submitted to the Purchasing Agent within 24 hours after the proposals are opened for the information or complaint to be considered.
13. Reference proposal proposal for insurance requirements.
14. Each proposal **MUST** be accompanied by Proposal Security made payable to El Paso Water in an amount of five (5) percent of the Respondent's total proposal and in the form of a certified or cashier's check or a Proposal Bond. The Proposal 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 Proposal Security is provided as a guarantee that the Respondent, 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 RESPONDENT TO INCLUDE PROPOSAL SECURITY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL. THE PROPOSAL SECURITY SHALL BE FORFEITED AND EL PASO WATER SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE RESPONDENT OR ASK FOR NEW PROPOSALS.** The Proposal Security of all respondents will be retained by El Paso Water until award of the contract to the successful Respondent by the Public Service Board. After award of the contract, the Proposal Security of the successful Respondent will be retained by El Paso Water until receipt of the Performance Bond and/or Payment Bond (if required). Upon receipt of the Performance Bond and/or Payment Bond, the Proposal Security will be returned. The Proposal Security of the next two low respondents will be retained until execution of the

successful Respondent's contract and will then be returned. The Proposal Security of all remaining Respondents will be returned after award of the Proposal by the Board.

15. The successful Respondent will be required to obtain a Performance Bond and Payment bond (when required) for one hundred percent (100%) of the proposal as security for the faithful performance and payment of all of the Respondent'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 RESPONDENT FAILS TO FURNISH THESE BONDS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION OF THE PROPOSAL AWARD, THEIR PROPOSAL SECURITY SHALL BE FORFEITED. .
16. To the fullest extent permitted by laws and regulations, Respondents shall indemnify and hold harmless El Paso Water, 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 Proposal MUST be signed by an authorized agent of the responding company. Failure to sign the Proposal or signing it with a false statement shall void the submitted proposal or any resulting contract (Purchase Order or Master Contract) and the respondent may, at the option of the Public Service Board, be removed from the proposal list.
18. By signing the Proposal, the Respondent 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 proposal.
19. These INSTRUCTIONS TO RESPONDENTS, the Proposal and all other contract documents shall constitute a binding and enforceable contract with El Paso Water. Upon award of the proposal by the Public Service Board, the Respondent hereby agrees that the signature of its duly authorized agent on the first page of the Proposal shall bind the Respondent to all terms and obligations of the INSTRUCTIONS TO RESPONDENTS, Proposal and other contract documents.
20. This proposal specifically prohibits communications in writing addressed in the final bullet of the cone of silence.