

EL PASO WATER UTILITIES

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

Formal Bid Solicitation Check List

LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

Bid # 102-17

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 STATEMENT OF NONDIVESTMENT FROM ISRAEL?

_____ Did you complete the Conflict of Interest Questionnaire?

_____ Did you complete the Statement of Residency?

_____ 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. DECEMBER 18, 2017.**



BID PROPOSAL TO

EL PASO WATER UTILITIES

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

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

SUBJECT: LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

BID NUMBER: 102-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, DECEMBER 18, 2017 Page 1 of 23

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 lchacon@epwu.org or sent via fax to Levi Chacon at (915) 594-5689. Requests need to be submitted by DECEMBER 11, 2017 BY 5:00 P.M. Requests submitted after this time frame, may not elicit a response. Answers to bid questions will be posted DECEMBER 13, 2017.

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) # - ITEM #14 Bid Security Is NOT REQUIRED.

ITEM #15 Payment and/or Performance Bond is NOT REQUIRED

SUBJECT: LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

BID NUMBER: 102-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, DECEMBER 18, 2017

Page 2 of 23

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 item(s) 1 THROUGH 5 as noted on the Excel spreadsheet.

Note: A current Safety Data Sheet (SDS) for **LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE** shall be provided with the bid submittal. **Failure to provide the Safety Data Sheet (SDS) with the bid proposal submittal may result in the disqualification of the bid proposal submittal.**

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

NOTE:

EVALUATION OF THIS BID IS NOT BASED ON THE LOWEST COST PER LIQUID POUND OF SOLUTION. BID WILL BE AWARDED TO SUPPLIER WITH LOWEST DELIVERED PRICE PER POUND OF IRON WHOSE CONTENT IS NOT LESS THAN 13% FERROUS IRON (Fe₂.)

- J) **CERTIFICATIONS:** Ferrous chloride solution shall meet latest version of AWWA B407 Standards for Ferrous Chloride. In accordance with 30 T.A. C. Section 290.42 (e)(6)(I), Ferrous Chloride solution shall be supplied in accordance with ANSI/NSF Standard 60. Conformance with these standards must be obtained by certification of the product by an organization accredited by ANSI. This information must be included in bid submittal. **FAILURE TO PROVIDE DOCUMENTATION OF AWWA AND ANSI/NSF CERTIFICATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.** Provide a current Safety Data Sheet (SDS) for the Product.
- J) Provide a typical Certificate of Analysis for the Product the Bidder proposes to provide
- J) **MUST-**Provide an affidavit affirming that the Product the Bidder proposes to provide will comply with ANSI/NSF Standard 60 for Drinking Water Treatment Chemicals.

SUBJECT: LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

BID NUMBER: 102-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, DECEMBER 18, 2017

Page 3 of 23

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

Brand Name/Product Name: _____

Manufacturer(s) (must include specific name(s)): _____

Method of manufacture (including iron source): _____

What is the typical ferrous iron content in the ferrous chloride solution to be provided? _____%

Can you provide a certificate of analysis for your product demonstrating the required 13% minimum ferrous iron content with every load? (_____) Each load will be subject to testing for iron content.

Can you provide this product in bulk quantities such as a typical load of 48,000 liquid pounds? _____

Notification Time Required for Delivery of Order: _____

Location of Primary Distribution Facility: _____

Distance (in miles) of Primary Distribution Facility from EPWU facilities: _____ miles

Alternate Distribution Facility: _____

PRODUCT REQUIREMENTS

FERRIC CHLORIDE, FERROUS SULFATE, AND OTHER IRON COMPOUNDS ARE NOT ACCEPTABLE.

All Liquid Ferrous Chloride provided under this contract shall meet the following specifications:

- A. PERCENT FERROUS IRON: Shall contain not less than 13% ferrous iron by weight (Fe₂).
- B. MANUFACTURING PROCESS: The iron source for the manufacture of the Liquid Ferrous Chloride shall be soft iron, iron oxide, or another source approved by El Paso Water Utilities. The Liquid Ferrous Chloride shall not be produced from iron scraps or pickling liquors.
- C. SPECIFIC GRAVITY: Shall have a specific gravity greater than 1.20.
- D. FREE ACID: The free acid, expressed as hydrochloric acid (HCl), shall not exceed 1.0 percent.
- E. SUSPENDED MATTER: Shall not have suspended matter capable of forming sludge or scale, or plugging feed equipment.
- F. INSOLUBLE MATTER: The solution shall not contain more than 0.2% total insoluble matter by weight.

G. IMPURITIES: Shall contain no substances, including microbiological, heavy metals, organic and/or inorganic contaminants, etc. in quantities capable of:

- i. producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the material or
- ii. causing the El Paso Water Utilities/Public Service Board to violate its Federal and/or State wastewater discharge permits or standards, the Safe Drinking Water Act (SDWA), the Clean Water Act, or other State and Local laws.

H. TRACE ELEMENTS: The Ferrous Chloride solution shall contain trace elements at concentrations less than or equal to 0.02 %, and the following maximum contaminant concentrations (mg/kg):

Metal	Maximum concentration (mg/kg)
Arsenic.....	1.00
Cadmium	0.50
Chromium (total)	10.0
Chromium (hexavalent).....	0.10
Copper	5.00
Lead.....	10.0
Nickel.....	40.0

- I. ANSI/NSF 60: The Liquid Ferrous Chloride is a direct additive used in the treatment of potable water. This material shall be in compliance with ANSI/NSF Standard 60 for Drinking Water Treatment Chemicals—Health Effects.
- J. FREE ACID: The free acid, expressed as hydrochloric acid (HCL), shall not exceed 1.0 percent.
- K. ANSI/NSF 60: The Liquid Ferrous Chloride is a direct additive used in the treatment of potable water. This material shall be in compliance with ANSI/NSF Standard 60 for Drinking Water Treatment Chemicals-Health Effects.

DELIVERY REQUIREMENTS: The utility reserves the right to request delivery to any EPW location.

DELIVERY IS TO BE MADE BY TRUCK TO THE FOLLOWING LOCATIONS (MONDAY THRU FRIDAY):

1. Haskell Street Wastewater Treatment Plant, 4100 Delta Drive, El Paso, TX 79915
Delivery shall be made between the hours of 8:00 A.M. and 2:00 P.M local time.
2. Roberto R. Bustamante Wastewater Treatment Plant, 10001 Southside Rd., El Paso, TX 79927
Delivery shall be made between the hours of 8:00 A.M. and 2:00 P.M local time.
3. (CANAL STREET) Robertson/Umberhauer Water Treatment Plant, 800 Canal Rd., El Paso, TX 79901
Delivery shall be made between the hours of 8:00 A.M. and 2:00 P.M. local time.
4. Boone Street Odor Control Station, 800 N. Boone, El Paso, TX 79903
Delivery shall be made between the hours of 8:00 A.M. and 2:00 P.M. local time.

In order to ensure that the Liquid Ferrous Chloride is delivered on the required date, the supplier shall indicate their minimum notification requirement.

MINIMUM NOTIFICATION REQUIREMENT: _____

At Utility option any single load may be split between the above listed delivery sites as specified in the Materials Release Order. Unloading time of each delivery shall not exceed two hours. Unloading equipment shall be provided by the supplier. No railcars will be accepted. Each delivery **MUST BE ACCOMPANIED BY A LEGIBLE TAG** which shall include the following:

- a. Specific Gravity of the FeCl_2 delivered.
- b. The percent of iron as Fe_2 in the FeCl_2 delivered.
- c. Certified weight ticket of the FeCl_2 delivered.

Each delivery must be accompanied by a Product Certificate of Analysis conforming to all requirements contained in these Conditions and in the attached SPECIFICATION. A single Certificate of Analysis may be used if multiple loads are from the same lot, provided that one copy is provided to each of the treatment plants receiving a delivery from that lot. A quarterly analysis of product must be performed. The product sample used for analysis must be representative of product being delivered during that particular quarter.

The analysis of product must be submitted quarterly to Wastewater Treatment Manager, 4100 L Delta Drive, El Paso, Texas 79905 showing the product strength, percentage of insoluble matter and heavy metal concentration. The type of metals to be analyzed and limits thereof are shown in section 2.3 of the latest revision of AWWA Standard B407.

Responsibility for expediting and tracking each shipment shall be the SUPPLIER's until delivery is accepted. The SUPPLIER shall notify El Paso Water Utilities' Contract Representative and the Treatment Plant immediately of any delay while in route to the delivery location. All truckload deliveries shall be accompanied by one scale ticket from a state certified scale showing the name of the scale company, its location, date, truck and trailer number, and gross, tare and net weights. The weight tickets shall be for the actual load delivered to El Paso Water Utilities.

Any alternative method of determining weight for the Product must be submitted in writing with this proposal and approved by El Paso Water Utilities. El Paso Water Utilities reserves the right to determine the quantity delivered through its online instrumentation or weighing after offloading, if it believes weight

tickets are inaccurate or that an entire shipment was not offloaded. It further reserves the right to make payments based on this determination.

The container or tanker truck used to deliver the product shall have a tamper-proof seal. El Paso Water Utilities personnel will visually inspect the delivery container prior to unsealing, opening,

sampling and unloading. Seals shall not be removed prior to inspection. Prior to being unloaded, El Paso Water Utilities personnel must accept each delivery. In the event a delivery is rejected by El Paso Water Utilities,

the SUPPLIER shall provide a replacement shipment meeting the requirements of this specification within 72 hours of original delivery.

El Paso Water Utilities reserves the right to reject any shipment it cannot identify, does not deem secure, or does not pass El Paso Water Utilities' screening test.

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

- a. Name
- b. Company Name
- c. Employee's Picture

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

The SUPPLIER is responsible for unloading of the Product, and making any necessary connections to EPWU facilities, in a manner that fits EPWU facilities and procedures. If the Bid is accepted, before making any chemical deliveries the SUPPLIER shall make a preliminary visit to each of the facilities to which chemicals will be delivered to become familiar with unloading conditions and necessary connections.

During the delivery/unloading process, the SUPPLIER shall follow proper safety and security procedures to the satisfaction of El Paso Water Utilities including safety procedures described in applicable AWWA standards and the Product SDS, and the use of personal protective equipment (PPE) recommended by the Product SDS. El Paso Water Utilities reserves the right to refuse unloading if driver does not have the proper PPE.

The SUPPLIER will be responsible for cleaning up and disposing of any Product that is leaked or spilled during unloading. The SUPPLIER shall not clean or wash the delivery vehicle, delivery equipment, hoses, or connections on UTILITY property.

SUBJECT: LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

BID NUMBER: 102-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, DECEMBER 18, 2017

Page 7 of 23

On the below reference list, please include information for clients (private corporations and/or public water supplies) for which you currently provide liquid ferrous chloride. Provide a point of contact and an estimated annual consumption of the chemical.

Reference #1:

Facility Name: _____

Location / Facility Address: _____

Point of Contact: _____

Average Annual Consumption: _____

Reference #2:

Facility Name: _____

Location / Facility Address: _____

Point of Contact: _____

Average Annual Consumption: _____

Reference #3:

Facility Name: _____

Location / Facility Address: _____

Point of Contact: _____

Average Annual Consumption: _____

LEASE SPECIFICATIONS FERROUS CHLORIDE STORAGE AND HANDLING SYSTEM**GENERAL EQUIPMENT SPECIFICATION:****General-**

The standard design consists of a tank system, chemical transfer system, dosing system(s), a monitor/controller and a site containment system. The Boone site will include a tank system, chemical transfer system, dosing system, monitor/controller and site containment systems. The Canal site will include the chemical transfer and dosing system. There is the possibility of additional future sites, those would be installed during the term of this contract and would be installed as per owner request. The lease of additional sites would be similar to Boone site, where a tank system, chemical transfer system, dosing system, monitor/controller and site containment system would be part of the lease.

Each ferrous chloride storage and feed system shall include but not be limited to the following items:

- Storage tank system
- Chemical transfer system
- Dosing system(s) sized for the targeted feed rate dosing module
- Monitor/Controller
- Site containment system
- Safety shower/eyewash station
- Maintenance Service

Contractor shall be responsible for supplying a complete and fully functioning package for the ferrous chloride systems. This responsibility covers all aspects of the design including but not limited to chemical compatibility of all materials in contact with the chemical.

Tank and appurtenances shall be upgraded as industry standards and regulations change.

Storage Tank System-

The suggested tank module consists of a single wall high-density linear polyethylene tank with FRP reinforcing to control deflection during filling with heated ferrous chloride.

The molding resin used shall be virgin, as compounded by the manufacturer, with the following Chemical properties as a minimum:

Property	ASTM	Value
Resin Density	D1505	0.938-0.944 g/cc
Tensile Yield Stress	D638	2600 psi
Elongation at Break	D638	350%
ESCR (100% Igepal, Cond. A, F50)	D1693	400-1000 hours
ESCR (10% Igepal, Cond. A, F50)	D1693	200-500 hours
Vicat Softening Temperature	D1525	235°F
Flexural Modulus	D790	97,000-103,000 psi

1. The tank wall thickness shall be rated for >1.9 specific gravity, extra heavy wall, and the overall minimum required wall thickness shall be in accordance with ASTM D1998.
2. The tank wall shall contain between 0.25-0.50 percent ultraviolet stabilizer that is compounded in the resin. No titanium, or carbon based pigments shall be used.
3. Tanks are sized at 10,000 to 12,000 gal for maximum storage efficiency.
4. Tank vents shall comply with normal venting of atmospheric tanks. Sufficient venting, pursuant to industry standards, shall provide adequate relief in the event of deflagration of the tank contents.
5. Each tank shall have a dedicated Schedule 80 CPVC fill line. All connections are welded couplings with all attachments below liquid level having dual gussets for additional strength. Gaskets shall be of a Polytetrafluoroethylene compound, or a suitable Fluoroelastomer - Terpolymer. Bolts made of Type 316 stainless steel.
6. All tanks shall be outfitted with a reverse level indicator with a chemically compatible and sized to the specific tank size.
7. Proper caution, or warning signs, shall be affixed to the tank in a manner consistent with local codes.
8. For deflection control with warm solutions and for application of custom paint schemes the entire tank is covered with a fiberglass reinforced polyester wrapping. The wraps include a minimum of (1) woven roving reinforcing per 1/8" planned wrap thickness to increase tensile strength of the tank wall with the bottom half of the tank receiving 3/8" thick material and the upper half at 1/4" thick. When wrapping the tank the tank shall be filled with water for an expanded configuration.
9. The tank includes lifting lugs and a Tee vent assembly and a nameplate for identification.
10. The tank shall be a sand tan gel coat paint system. The gel coat paint should be non-hazardous.

Transfer system-

1. Suction, discharge, and injection pipe (rigid and flexible) shall be constructed of PVC & CPVC thermoplastic. All rigid piping in the transfer system shall be a minimum of heavy-duty Schedule 80 CPVC. Pipe shall conform to ASTM D-1784 standard for manufacturing and ASTM D-1785 and F-441 standards for dimensions and workmanship.
 - a. The pump enclosure should have a heat exhaust fan to prevent any tripping of the pumps due to high temperatures. The exhaust fan shall be sized accordingly to the pump and motor head dissipation and temperature.
 - b. The pump enclosure shall have a canopy to protect it from direct sun exposure. The roof should be galvanized corrugated material. Supports will be made of hollow square tubing. The structure style, paint of the supports and roof should match that of the existing canopy on site for the communication instrumentation.

- c. All fittings shall be injection molded of PVC fitting compound of cell classification 12454-B and of CPVC fitting compound of cell classification 23447-B as described in ASTM D-1784.
 - i. All threaded fittings shall conform to thread standard ANSI/ASME B1.20.1 for tapered pipe thread.
2. Hand valves within the system shall provide safety isolation, operational functionality, and isolation of pump components for inspection and repair.
 - a. All hand valves (ball and butterfly) shall bear the manufacturer's name (or trademark), material designation, size, and IPS schedule.
3. Gaskets shall be either Viton B (or equal Fluoroelastomer – Terpolymer), or a Polytetrafluoroethylene compound. O-rings shall be Viton B, or equal Fluoroelastomer - Terpolymer. Pipe compound shall be Loctite 567 or equal.

Dosing System-

1. The skid shall be enclosed in lockable, weather resistant, hardcover enclosure. The enclosure shall be constructed of LDPE, with UV inhibitors and shall include an integrated spill/lead containment sump with leak detection hardware. The enclosure shall be of a design that complies with 40 CFR 122.26: BMP for Stormwater Pollution Prevention Plan.
2. The chemical metering pump(s) shall be motor-driven mechanically actuated progressive cavity style pump(s): Seepex or equal.
 - a. The motor driven pump shall be sized to support the full range of operation and shall be designed specific for the corrosive ferrous chloride service with Viton GFLT diaphragms and o-rings, Hastelloy valves and seats.
3. The chemical dosing pumps shall be mated to a flanged magnetic flow meter with ½" 150 lb flanged connections. The unit shall be designed for corrosive ferrous chloride service with all wetted parts to be EPDM or Fluorelastomer (Viton). Unit body shall be 304/316 stainless steel. Unit shall include a remote mount interface panel. System performance per the following:
 - i. Pump Capacity: 71.1 gph
 - ii. Quantity of pumps : 2
 - iii. Number of pumps in operations: 1 with 1 as a backup
 - iv. Calibration column required: One per system – 2,500 mL PVC / 70gph, PVC, sealed
 - v. 0.25% accuracy independent of fluid viscosity, temperature or density
 - vi. 0.1% repeatability
 - vii. Analog output – 4-20 mA scaled analog output (pulse output to 5kHz)

- viii. Digital output – 24 VDC, 100mA max
- ix. Automatic correction for zero stability
- x. LCD display
- xi. Panel rating of NEMA 4X
- xii. Ambient temperate – -4 to 140 F

4. The back pressure valve (BPV) provided shall have a PVC body and wetted components.

Monitor / Controller-

1. A continuous level device, intended for dynamic tank level readings, shall be provided for the storage tank. The device consists of a loop powered ultrasonic level element incorporating: user programmable functions, a PVDF or PFE transducer, and 4-20 mA scalable analog output.
2.
 - a. The device shall be capable of receiving analog inputs from associated instrumentation. One channel shall be dedicated to receiving an analog input from any standard continuous level device, and correlating the signal to gallons of product with the tank. This value shall be displayed on a local display. One channel shall be dedicated to receiving an analog input from a pressure transducer, and correlating the signal to a pump health value, for diagnostic and preventive maintenance issues.
 - b. The device shall be capable of providing analog and discrete outputs to associated pumps. A minimum of two channels shall be dedicated to providing an analog output to a pump. This output shall allow for independent profiling of a dynamic pump, in one hour increments, repeated over a 24 hour day, and seven distinct days of the week. A minimum of two digital outputs shall be dedicated to providing a discrete output to the pumps. These outputs shall provide a start-stop function for a steady-state pump, or a pacing function for a relay driven pump.
 - c. The device shall incorporate a remote flow meter on the fill line and a totalizer function within the computer that will enable the control center to determine the amount of fluid added to the storage tank during a refill.
 - d. The device shall incorporate a Human Machine Interface to enable local control functions and minor parameter changes such as the driver of the chemical truck to enter the amount he delivered and an ability to change pump profiles based on a 24/7 requirement. Both functions shall have different passwords in order to limit access to control. This HMI terminal shall be touch screen capable.
 - e. The device shall be housed in a NEMA 4X rated electrical enclosure(s). The device shall be capable of providing the operating temperature inside the enclosure, as well as calculating the nominal environmental temperature, for both device and instrumentation health. Any penetrations into the enclosure should maintain the NEMA 4X integrity.

- f. The device shall have the appropriate spare channels, capable of receiving output from standard instrument suites. The device shall have a local bus connection for system diagnosis and adjustment by a technician.
- g. The enclosure that receives any voltage above 30volts shall be UL-508 certified as a minimum standard of safety.
- h. The device shall have additional input/outputs that can incorporate such features as (but not limited to):
 - i. Leak detection
 - ii. Presence of fluid in containment system (rainwater, etc)
- i. The device shall have the flexibility to incorporate other communication protocols such as MODBUS or PROFIBUS
- j. The device shall have additional communication abilities to send e-mail or SMS alerts, cautions, or advisory information to designated personnel for (but not limited to):
 - i. Low tank level
 - ii. High tank level
 - iii. Pump failure
 - iv. Received XXXX gallons of product
 - v. Fluid in containment
 - vi. Leak detected in pump skid

Site Containment System-

1. Site containment shall be erected as part of the installation of this tank. The contractor shall provide all labor, supervision, materials, equipment and incidental items required to control 100% of the storage vessel, plus 1' of freeboard.
2. Foot traffic into the containment shall be via "OSHA compliant crossover stairs" provided by containment manufacturer.

Emergency Shower/Eye Wash Station-

The contractor shall supply and install a combination emergency shower and eyewash stations at all sites where the lease of the storage and handling facilities would be installed. The station should be for industrial application and be made of stainless steel material, these includes the stand, shower head and bowl assembly. Flow rate, pressure requirements and installation shall comply with the Code of Federal Regulations, Title 29, section 1910.151 (c) and ANSI Z358.1 – 2014 standards. The installation of the equipment would include the necessary signage to mark the unit location and any necessary signage on the station.

The station should be checked at the frequency that the maintenance of the chemical pumps is to be done, but in no event longer than six months before the station is tested and checked.

Maintenance Service-

The Contractor shall provide as a minimum a maintenance check to each site on a weekly basis, provide maintenance repairs on equipment as needed, to maintain a working chemical feed system and prevent any chemical leaks or spills, and during emergencies. The Contractor could hire a subcontractor, but will need to be approved by EPWater before providing any maintenance service. As part of this maintenance service the contractor is responsible to check for leaks and provide maintenance to the tank system, chemical transfer system, dosing system, monitor/controller systems. Test on a weekly basis and repair the shower and eyewash stations as needed. The contractor shall also be responsible to perform repairs to the system as needed in order to provide adequate feed rates. The contractor will provide a contact person and phone number where reports of problems can be made. The contractor shall respond within 2 hours after a phone call to report any problem is made.

Emergencies are considered Monday through Friday from 5:00 pm to 8:00 am and 24 hours during weekends. The contractor should have a phone number where a person could be reached to have the system checked or repaired during times where the equipment has failed to feed chemical or leaks. During emergencies the contractor will respond within 2 hours after a phone call to report the problem is made as part of this maintenance service the contractor shall keep critical parts on hand to perform repairs for reduce downtime to no longer than 6 hours. After the report of a problem has been made.

Grounds for termination of the contract are as follows. If the contractor fails to respond during emergencies or non-emergencies after four different occasions. If the contractor fails to show up within the 2 hour time frame or keep downtime to a maximum of 6 hours

Under the above situations EPWater may perform the repairs or have a 3rd party contractor perform the repairs or troubleshooting and back charge any material and service fees to the contractor.

In order to ensure that the ferrous chloride storage & handling system is delivered and operational, the supplier shall indicate the minimum notification requirement.

Minimum Notification Requirement: _____

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 of the Master Contract.
- 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 Bid Proposal and rebidding 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.

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
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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 **LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE**, whichever is later. Any discount will be used in the evaluation of the bid submittal to determine the lowest responsive bid.

Discount: _____	Payment Terms: _____
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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 "**Non-Resident 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 "**Non-Resident Bidder**" does the state, in which the nonresident bidder's principal place of business is located, have a law requiring a nonresident bidder of that state to bid a certain amount or percentage under the bid of a resident bidder of that state in order for the nonresident bidder of that state to be awarded the contract on his bid in such state?

Answer: _____

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

Answer: _____

A "**Non-Resident 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 "**Non-Resident Bidder**" are included in the "**Instructions to Bidders**" on the last two pages of this bid proposal.

SUBJECT: LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

BID NUMBER: 102-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, DECEMBER 18, 2017

Page 16 of 23

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:

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]

SUBJECT: LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE

BID NUMBER: 102-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, DECEMBER 18, 2017

Page 17 of 23

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. TYPE AND TERM OF CONTRACT:

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

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

The **Contract** to provide **LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE** shall be from **AWARD OF BID** by the Public Service Board for a term of two years. Upon mutual agreement, the contract may be extended under the same terms and conditions for three additional one year extensions.

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

When the successful supplier cannot furnish the required **LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE** within the delivery time specified above, the Utility reserves the right to obtain **LIQUID FERROUS CHLORIDE AND EQUIPMENT LEASE** from any available source and bill the successful supplier for any additional cost over the bid amount.

This bid is to award a contract to the most responsive, responsible bidder for an initial two year period. If upon mutual consent between both parties the contract may be extended for an additional year for a maximum of up to three years total. 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.

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 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) 594-5639, 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 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	\$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.

Exception for insurance requirements:

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

12. TITLE TRANSFER:

Title of the Product shall pass from the SUPPLIER to El Paso Water Utilities when El Paso Water Utilities has received, inspected and approved the material, subject to El Paso Water Utilities rights to return the product described herein.

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

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 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, 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 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 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.
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. If deemed to be in the best interest of El Paso Water, 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.

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 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 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 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 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 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, 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.