

EL PASO WATER UTILITIES

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

Formal Bid Solicitation Check List

Pipe and Valves

Bid # 54-17

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 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. July 17, 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: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 1 of 19

FIRM: _____

MAILING ADDRESS: _____ SIGNATURE: _____

STREET ADDRESS: _____ PRINTED NAME: _____

CITY/STATE/ZIP: _____ TITLE: _____

PHONE NUMBER: _____ FAX: _____

E-MAIL: _____ DATE: _____

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

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

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to Christina Rivas @ crivas@epwu.org or sent via fax to Christina Rivas at (915) 594-5689. Requests need to be submitted by July 6, 2017. Requests submitted after this time frame, may not elicit a response. Answers to bid questions will be posted July 10, 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) # 14 – Bid security

15 – Performance Bond or Payment Bond

SUBJECT: PIPE AND VALVES
BID NUMBER: 54-17
TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 2 of 19

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 bid PER EACH SINGLE ITEM. Not a total bid.

***EAU = ESTIMATED ANNUAL USAGE**

*The quantities shown on the Excel spreadsheet is an estimated annual usage. Although no obligation shall exist to purchase these quantities, the Utility reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period.

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

PIPE SPECS:

WATER MAIN MATERIALS

POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

A. SCOPE: These specifications cover the requirements for polyvinyl chloride (PVC) pressure plastic pipe materials and installation for potable water use. These specifications shall apply to PVC pipe in sizes 4-inch through 16-inch diameters.

B. QUALITY ASSURANCE: All PVC pipe shall be coded to provide positive identification and prevent accidental damage to or interruption of the water facilities. Pipe shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 "Drinking Water System Components - Health Effects" and be certified by and organization accredited by ANSI. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted. Only pipe manufactured in the United States of America will be accepted.

Pipe shall be suitable for use in the conveyance of water for human consumption. Each piece of pipe shall be marked with two seals of the testing agency that certified the pipe material as being suitable for potable water use.

C. SUBMITTALS: The contractor shall be responsible for furnishing all necessary shop drawings, certificates, etc. for review and acceptance to the Engineer. A certification from the manufacturer shall be furnished to the Engineer attesting compliance with appropriate ASTM Standards and ANSI/NSF Standard 61. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted. Failure to provide this information may result in rejection of pipeline material. Submit documentation on pipe products, fittings, and related materials as may be required by the Contract Documents or the Engineer. Review all submittals prior to submission. Submit it in a timely manner so as not to delay the project. Allow sufficient time for Engineer's review and resubmission, if necessary. Include certifications from manufacturer that the product complies with appropriate ASTM standards.

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 3 of 19

D. STANDARDS: PVC Pressure Pipe shall comply with the applicable requirements of the following:

ANSI/NSF 61 Drinking Water System Components - Health Effects

ASTM F-477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

ASTM D-1784 Specifications for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds

ASTM D-2241 Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-Series)

ASTM D-2774 Recommended Practice for Underground Installation of Thermoplastic Pressure Piping

ASTM D-2837 Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

ASTM D-3139 Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals

AWWA C-900 Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4-Inch through 12-Inch, for Water Distribution

AWWA C-905 Standard for Polyvinyl Chloride (PVC) Water Transmission Pipe, Nominal Diameters 14-Inch through 36-Inch

AWWA M-23 Manual: PVC Pipe - Design and Installation

UNI-BELL-3 Polyvinyl Chloride (PVC) Pressure Pipe (Complying with AWWA Standard C-900)

UNI-BELL-11 Polyvinyl Chloride (PVC) Water Transmission Pipe Nominal Diameters 14-36 Inch

E. DELIVERY AND STORAGE: Pipe, fittings and accessories shall be inspected upon delivery and during progress of the work. Any material found defective will be rejected by the Engineer, and shall be promptly removed from the site.

All pipe, fittings, and other accessories shall, unless otherwise directed, be unloaded at point of delivery, hauled to and distributed at the site of the work by the Contractor. In loading and unloading, materials shall be lifted by hoists or rolled on skidways so as to avoid shock or damage.

Under no circumstances shall materials which have been dropped be incorporated in the work.

Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.

PVC pipe shall not be stored outside exposed to prolonged periods of sunlight. Any discoloration of pipe due to such exposure is an indication of reduced pipe impact strength, and will be sufficient cause for rejection of the pipe. Any pipe rejected shall be removed from the job site.

F. PIPE MATERIALS: Pipe shall meet the requirements of AWWA C-900 for 4-inch through 12-inch sizes, and AWWA C-905 for 14-inch through 36-inch pipe. Pipe shall be Underwriters Laboratories (UL) approved. All PVC pressure pipe shall be furnished in cast iron pipe equivalent outside diameters and a standard laying length of 20 feet. Minimum pressure class shall be 235 (DR 18) for 4-inch through 12-inch diameters, and 200 psi (DR 21) for 14-inch through 16-inch pipe.

Pipe and coupling for a restrained joint pipe system shall be from un-plasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D 1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4° F, in accordance with the requirements of ASTM D 2837.

G. JOINTS: Pipe joints shall be push-on, flexible elastomeric gasketed or cartridge-style restrained joint. The pipe length of a push-on joint shall contain on bell-end. The bell shall be an integral part of the pipe length and have the same strength and DR as the pipe. The spigot pipe end shall be beveled and include a synthetic elastomeric gasket. The gasket shall meet the requirements of ASTM F-477.

All push-on joint PVC pipe shall be marked with dual indicator lines at the spigot end indicating proper penetration when the joint is assembled. The sockets and/or spigot configurations for the fittings and couplings shall be compatible to the pipe. Socket configuration shall prevent improper installation of gasket and shall ensure that the gasket remains in place during joining operations.

Cartridge-style restrained joint PVC pipe shall be joined using a non-metallic coupling to form an integral system. Coupling shall be designed for use at or above the pressure class of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting ASTM F-477. High strength, flexible

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 4 of 19

thermoplastic splines shall be inserted mating, machined grooves in the pipe and coupling to provide full 360° restraint.

Restrained joint pipe systems shall have a restrained joint that in and of itself prevents over bellng of the pipe during assembly of the joint and every joint already assembled in that string of pipe.

Restrained joint system shall allow the installer to both push and pull the pipe during installation without the risk of over bellng of any of the pipe joints in the string. Joint shall not require electrical power or other additional equipment (other than hand tools) to assemble.

H. FITTINGS: Pipe fittings shall be ductile iron, cement lined, in accordance with AWWA C-110. Pipe fittings shall be mechanical joint (MJ) unless otherwise specified.

I. PROVISIONS FOR THRUST: For 12-inch diameter water mains and smaller, concrete thrust blocks or other approved thrust restraint method shall be installed at all fittings and valves per design plans. If approved, thrust restraint devices may be installed in lieu of thrust blocks as per manufacturer's specifications.

For 16-inch diameter water mains and larger, thrust restraint devices must be installed at all fittings and valves per manufacturer's specifications and as shown on design plans. Concrete thrust blocks are not allowed unless approved by the Utility.

Acceptable thrust restraint devices include EBAA Iron, Ford Uni-Flange, or approved equal.

NOTE: At connection of new water line to existing main, both concrete thrust blocking and thrust restraint devices must be used, regardless of main size.

Thrust restraint devices shall be used for a sufficient distance from each bend, tee, plug, or other fitting to resist thrust which will be developed at the design pressure of the pipe. For the purposes of thrust restraint, design pressure shall be 1.5 times the design working pressure class indicated. Length of pipe with restrained joints to resist thrust forces shall be determined by pipe Manufacturer.

DUCTILE IRON PIPE

A. SCOPE: Furnish materials, and incidentals required.

B. QUALITY ASSURANCE: Manufacturer shall have a minimum of ten years successful experience in designing and manufacturing DIP of the type specified. The entire pipeline shall be the product of one manufacturer. The manufacturer shall have a minimum of ten years successful experience in designing and manufacturing pipe joints of similar design, pipe diameter, and pressure class as those specified. Pipe shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 "Drinking Water System Components - Health Effects" and be certified by and organization accredited by ANSI. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted.

C. SUBMITTALS: Submit documentation on pipe products, fittings, and related materials as may be required by the Contract Documents or the Engineer. Review all submittals prior to submission. Submit in a timely manner so as not to delay the project. Allow sufficient time for Engineer's review and resubmission, if necessary. Include certifications from manufacturer that the Ductile Iron Pipe complies with appropriate AWWA Standards and ANSI/NSF Standard 61. Such compliance shall be evidenced by an affidavit from the manufacturer or vendor. If the pipe does not presently conform to this standard, information from the manufacturer regarding action being taken to comply with this standard must be submitted.

If requested, copies of results of factory hydrostatic tests shall be provided.

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 5 of 19

D. STANDARDS: DIP shall comply with applicable requirements of the following:
ANSI/NSF 61 Drinking Water System Components - Health Effects
ASTM A-536 Specification for Ductile Iron Castings
AWWA C-104 Standard for Cement Mortar Lining for Ductile Iron Pipe and Fittings
AWWA C-105 Standard for Polyethylene Encasement for Ductile Iron Piping
AWWA C-110 Standard for Ductile Iron and Gray Iron Fittings
AWWA C-111 Standard for Rubber Gasket Joints for Ductile Iron Pipe and Fittings
AWWA C-150 Standard for Thickness Design of Ductile Iron Pipe
AWWA C-151 Standard for Ductile Iron Pipe
AWWA C-214 Tape Coating Systems for the Exterior of Steel Water Pipelines
AWWA C-600 Standard for Installation of Ductile Iron Water Mains and Appurtenances
AWWA C-651 Disinfecting Water Mains

E. PIPE MATERIALS: Ductile iron pipe shall be manufactured in accordance with AWWA C-151. The minimum pressure class rating shall be 350 psi, unless otherwise specified. The Ductile Iron shall conform to ASTM Specification A-536 with physical properties of Grade 60-40-18. The pipe shall be designed for five (5) feet of cover or for the depths shown on the plans, whichever is greater.

Standard joint length shall be 18 or 20 feet and inside diameter shall be industry standard. A maximum of 20% of the total number of pipe joints of each specified size may be furnished in lengths that are as much as 24" shorter than the standard laying length and an additional 10% may be furnished in length that are as much as 6" shorter than the standard laying length. Contractor shall be responsible for all material furnished by him and shall replace, at his own expense, any material found to be defective in manufacture or damaged.

F. JOINTS: Shall be in accordance with AWWA C-111, AWWA C-151. Standard joints for ductile iron pipe shall be push-on. Where indicated on the drawings, joints shall be mechanical or flanged. Flanged joints shall have pressure ratings equal to or greater than adjacent pipe. Flange pattern shall match pattern of valve, fitting, or appurtenance to be attached.

G. FITTINGS: Shall be ductile iron in accordance with AWWA C-110. Fittings shall be rated for a minimum working pressure of 250 psi, unless otherwise specified. Factory welded outlets, minimum pressure rating 250 psi, may be used in lieu of tee fittings for 18-inches and larger tee fittings. Factory welded outlets may not be used near sources of vibration, such as pump stations or roads, unless specifically noted on the plans.

H. EXTERIOR COATING: The manufacturer shall provide a standard asphaltic coating in accordance with AWWA C-151, unless otherwise specified. The finished coating shall be continuous, and smooth and strongly adherent to the pipe.

Polyethylene wrap shall be used on ductile iron for sizes 30-inches and smaller. The polyethylene wrap shall be applied in accordance with AWWA C-105/A21.5 except a minimum thickness of 30 mils shall be used. Wrap shall be blue in color.

Tape coating shall be used for pipe sizes 36-inch and larger where specified. The exterior of the pipe shall have a prefabricated cold-applied tape coating system conforming to the requirements of ANSI/AWWA C-214, except as noted herein. The surface shall be blast cleaned to achieve a surface preparation at least equal to that specified in SSPC SP6. The blast profile shall have an anchor pattern as specified by the tape manufacturer. The coating shall be held back from the end of the pipe the minimum distance recommended by the pipe manufacturer for the type of joint used. Tape wrap cut back shall be tapered. Nominal thickness shall be 80 mils.

I. INTERIOR LINING: Ductile Iron Pipe and fittings shall have a cement mortar lining in accordance with AWWA C-104 and bituminous seal coat. Cement Type for lining shall be appropriate for pipe application. Lining thickness shall be as specified in AWWA C-104.

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 6 of 19

J. PROVISIONS FOR THRUST: Where indicated and where required for thrust restraint, joints shall be restrained. Restrained joints shall be mechanically interlocking joints. Restrained joints shall be U.S. Pipe "TR Flex", American Cast Iron Pipe "Flex Ring", or Clow Corporation "Super- Lock". Restrained joints shall be capable of sustaining the specified design pressure. If thrust cannot be accommodated using restrained joints, such as bends adjacent to casing pipe, use approved thrust restraint devices.

Thrust at bends, tees, plugs, or other fittings shall be resisted using thrust restraint devices. Concrete thrust blocks are not allowed unless approved by the Utility. Acceptable thrust restraint devices shall be as manufactured by EBAA Iron, Ford Uni-Flange, or approved equal.

NOTE: At connection of new water line to existing main, both concrete thrust blocking and thrust restraint devices must be used.

Restrained joints and thrust restraint devices shall be used for a sufficient distance from each bend, tee, plug, or other fitting to resist thrust which will be developed at the design pressure of the pipe.

For the purposes of thrust restraint, design pressure shall be 1.5 times the design working pressure class indicated. Length of pipe with restrained joints and restraint devices shall be determined by pipe manufacturer and/or in accordance with the Handbook of Ductile Iron Pipe. The following parameters shall be used: laying condition equal to AWWA C-600 Type 5 soil, safety factor of 1.8, a unit bearing resistance equal to zero, an a factor for polyethylene encasement as recommended by DIPRA, if required.

MATERIALS: Steel Casing Pipe shall be new, unused, and suitable for the purpose intended and shall have a minimum yield strength of 36,000 psi. Casing shall meet ASTM A-53 or approved equal. Pipe shall be coated and lined with coal tar epoxy (15 mils min.) in accordance with AWWA C-210. Pipe joints shall be welded in accordance with AWWA C-206. After pipe is welded, coating and lining shall be repaired. Unless specified otherwise, the minimum wall thickness of steel casing pipe shall be 0.3125 (5/16) inches.

Tunnel Liner shall be constructed of cold-formed steel plates of the sizes, thickness and dimensions required, as indicated on the drawings, and as manufactured by Commercial Shearing, Contech, or equal.

Reinforced Concrete Pipe for casing where specified or shown shall be straight-wall RCP pipe casing conforming to ASTM C-76 Class IV of the size and length specified. Grout Holes shall be welded half-coupling. Tapped holes shall be provided with a pipe plug screwed in place.

Bolts and Nuts with liner plates shall be not less than 1/2 inch diameter and conform to ASTM A-307 Grade A.

Valve specs:

VALVES

NON-RISING STEM (NRS) RESILIENT-SEATED GATE VALVES: Non-Rising Stem Gate Valves are to be resilient seat, non-rising stem and shall have a minimum rated working pressure of 200 psig and shall comply with AWWA C-509 "Resilient-Seated Gate Valves for Water and Sewage Systems" and AWWA C-550 "Standard for Protective Coatings for Valves and Hydrants". The valves design shall not have any recesses, insets in the bottom of the waterway which would promote build-up or collection of residue and debris. Resilient Seated Gate Valves shall be provided for the size specified.

With the valve open, the valve shall provide an unobstructed waterway that has a diameter not less than the full nominal diameter of the valve. The minimum number of turns to open the valve shall be three times the valve diameter.

Acceptable manufacturers and models shall be:

AMERICAN FLOW CONTROL	Series 500, Series 2500
CLOW	2640 (Figure F-6100)
KENNEDY	8571 KS - FW
M&H	3067
US PIPE	METROSEAL 250
MUELLER	A-2360
J&S	Series 6800, Series 6900

Submittals: Submittals shall be provided. The manufacturer shall provide approved certified test data or an affidavit stating that the valve complies with AWWA C-509.

Hydrostatic Test: The manufacturer shall pressure test one valve of each size and class with 400 psi applied to one side and zero to the other. The test shall be made in each direction across the closed gate.

Torque Test: The manufacturer shall over-torque a valve of each size to demonstrate that no distortion of the valve stem occurs. The applied torque shall be 250 ft-lb for a 4-inch valve and 350 ft-lb for the larger valves in both the open and closed position.

Leakage Test: The manufacturer shall select two valves of each size to be fully opened and closed for 500 complete cycles with a 200 psi differential pressure across the gate. The valve shall be drip tight upon completion of the test.

Pressure Test: One valve of each size shall be tested, with the gate fully open, to a pressure of 500 psi. There shall be no evidence of rupture or cracking of valve body, bonnet or seal plated.

Markings: Shall be cast on the bonnet or body of each valve. Markings shall include the manufacture's name or mark, the year the valve casting was made, the size of the valves, and the designated working pressure.

Valve Ends: Shall be mechanical joint or flanged ends as specified.

Valve Body and Bonnet: Shall be cast iron conforming to ASTM A-126, or ductile iron conforming to ASTM A-536 or A-395.

Bolts: All bonnet and seal plate bolts shall be factory installed and made from stainless steel ASTM A-276 with either regular square or hexagonal heads with dimensions conforming to ANSI B18.2.1.

Wedge: The wedge shall be cast iron or ductile iron fully encapsulated with resilient rubber material bonded to the disc. The method for bonding the resilient material shall be confirmed by ASTM D-429 as required by AWWA C-509.

Valve Stem: Shall be constructed of low zinc bronze CDA Copper Alloy no. C99500 with a minimum yield strength of 40,000 psi and minimum elongation in 2-inches of 10%.

Stem Seals: Shall consist of two O-rings such that the seal above the stem collar can be replaced with the valve under pressure in the fully open position. O-rings shall meet the requirements of ASTM D-2000 and have physical properties suitable for the application.

Valve Operator: Shall be a cast iron, ASTM A-126 Class B, wrench nut. The nut shall have a 2-inch square base and shall be 1-15/16-inch square at the top and be 1-3/4-inch high and shall open counterclockwise (left). The wrench nut shall be painted black and an arrow indicating direction of opening shall be cast on the nut, according to AWWA C-509.

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 8 of 19

Protective Coating: An epoxy coating shall be applied to all exterior and all stationary interior ferrous surfaces including all interior openings in the valves body. The coating shall not be applied to the gasket surfaces of the end flanges.

The coating shall be applied in accordance with AWWA C-550 and the manufacturer's instructions. The epoxy coating shall have a minimum dry film thickness of 8 mils. After the coating is completely cured, the coated surface shall be tested for porosity, holidays, and pinholes using a holiday detector. All holidays or irregularities shall be repaired and the coating again tested.

E. BUTTERFLY VALVES: Shall be of the tight-closing, rubber-seated type for Class 150B service.

Butterfly valves shall comply with the requirements of AWWA C-504, "Standard for Rubber-Seated Butterfly Valves". Butterfly valves shall be provided for the size specified.

Acceptable manufacturers and models shall be:

Val-Matic Class 150B Flanged or Mechanical Joint

M&H 450, 4500, 1450

Kennedy 30A, 30C

Mueller Lineseal III

Pratt Groundhog Flanged or Mechanical

Submittals: Submittals shall be provided. The Manufacturer shall provide approved certified test data or an affidavit stating that the valve complies with the performance tests, leakage tests, hydrostatic test and proof-of-design tests as described in Section 5.2 of AWWA C-504.

Valve Ends: Shall be short body flanged, mechanical joint or as otherwise specified. Valve Bodies shall be constructed of cast iron ASTM A-126, Class B, or ASTM A-48, Class 40 or Ductile Iron, ASTM A-536, Grade 65/45/12.

Valve Discs shall be cast iron conforming to ASTM A-126, Class B or Ductile Iron conforming to ASTM A-536, Grade 65/45/12. Valve disc shall seat in a position of 90 degrees to the pipe axis and shall rotate 90 degrees between full open and tight closed position. Dimensions of clearance for valve discs are required.

Valve Shafts, keys, dowel pins, or taper pins used for attaching valve shaft to the valve disc shall be Type 304 or 316 Stainless Steel, conforming to ASTM A-276, or equivalent corrosion resistant material. All portions of shaft bearings shall be stainless steel or bronze.

Valve shafts may consist of a one-piece unit extending completely through the valve disc, or may be of the "stub shaft" type as defined in AWWA C-504.

Butterfly valves shall be provided with an extended bonnet, unless otherwise specified. Shaft Seals shall be a Split-V or O-ring type. Replacement shall be possible without removing the valve shaft.

Valve Seats shall be new natural or synthetic rubber resilient seats to provide tight shut off at the specified pressure. Seats shall be attached to either the disc or the body. Seats shall be clamped, mechanically secured, bonded or vulcanized to either the disc or body. Seat rings shall be stainless steel and fastened by stainless steel cap screws.

Mating Seat Surface shall be ASTM A-276, stainless steel 18-8, Type 304, or have a 95% pure nickel overlay.

Valve Bearings shall be sleeve type. Bearings shall be manufactured from corrosion resistant and "self-lubricated" materials that will not damage natural or synthetic rubber.

Valve Operators shall be manual with a 2-inch square operating nut and turn left (counterclockwise) to open. Operators shall have all gearing totally enclosed and shall be pre-lubricated or grease packed. Operators shall

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 9 of 19

be of the worm gear or traveling nut and link type with field adjustable stops capable of withstanding 300 ft. lbs. input torque, as required by AWWA C-504.

Protective Coating: Except as otherwise specified, all interior steel or cast iron surfaces shall be shop coated in accordance with the requirements of AWWA Standard C-504. All external surfaces for buried valves shall be shop coated with two coats of asphalt varnish according to AWWA C-504.

When specified, a standard epoxy interior coating shall be applied in accordance with AWWA Standard C-550, "Standard for Protective Interior Coatings for Valves and Hydrants".

DELIVERY REQUIREMENTS:

Suppliers will be provided with a Material Release order by FAX OR E-MAIL for delivery of the Pipe. Upon written notification, delivery is to be made in partial shipments which will continue throughout the Contract Period. Deliveries shall be accepted on Monday through Friday **ONLY DURING THE HOURS OF 8:00 A.M. TO 3:00 P.M.** at the El Paso Water Utilities Warehouse, 9751 Pan American Drive, Bldg. B., El Paso, Texas 79927. **Delivery of each order shall be made within fifteen (15) days of written notification.**

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

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

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 Pipe and Valves, whichever is later. Any discount will be used in the evaluation of the bid submittal to determine the lowest responsive bid.

Discount: _____

Payment Terms: _____

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

Transportation:

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

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

Bidder must answer the following questions:

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

Answer: _____

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

Answer: _____

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

Answer: _____

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

SUBJECT: PIPE AND VALVES
BID NUMBER: 54-17
TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

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]

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 **Pipe and Valves** shall be from **AWARD OF BID** by the Public Service Board for a term of one year. Upon mutual agreement, the contract may be extended under the same terms and conditions for two 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 Pipe and Valves within the delivery time specified above, the Utility reserves the right to obtain Pipe and Valves from any available source and bill the successful supplier for any additional cost over the bid amount.

This bid is to award a contract to the most responsive, responsible bidder for an initial one year period. If upon mutual consent between both parties the contract may be extended for an additional year for a maximum of up to two years total. In the event 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 Christina Rivas, Procurement Analyst, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Christina Rivas can be reached by telephone at (915) 594-5629, or by FAX at (915) 594-5689. Correspondence should be addressed to: El Paso Water Utilities, Purchasing and Contract Administration, Attn: Christina Rivas, 1154 Hawkins Blvd. El Paso, TX 79925. Please refer to Bid Number or Contract Number in all correspondence.

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 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.

SUBJECT: PIPE AND VALVES
BID NUMBER: 54-17
TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 18 of 19

NOTE: The insurer waives any right of subrogation it may acquire against the Owner, its partners, agent and employees.

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

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

Failure to submit insurance certification may result in contract cancellation.

Exception for insurance requirements:

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

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

12. 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.

SUBJECT: PIPE AND VALVES

BID NUMBER: 54-17

TO BE OPENED: 11:00 A.M. LOCAL TIME, July 17, 2017

Page 19 of 19

Bids will be received until **July 17, 2017**, Local Time, **11:00 a.m.** and will then be opened and read aloud in the Conference Room of El Paso Water Utilities Bldg., 1154 Hawkins Blvd. El Paso, Texas. Bids may be mailed to the attention of the Purchasing and Contracts Administration Department, 1154 Hawkins Blvd. El Paso, TX 79925 or delivered to El Paso Water Utilities, 1154 Hawkins Blvd. El Paso, Texas 79925.

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

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

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.

**TEXAS ETHICS COMMISSION
REQUIREMENT**

Reference: FORM 1295 (revised 4/8/2016) “Certificate of Interested Parties”

“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

**SEE INSTRUCTIONS: Form 1295, and Sample Form 1295 within Bid Form,
INSTRUCTION – 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) prior to the convening Board awarding the 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, attorney, or representative of, or agent 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 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 contact, 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 non-profit entity. The 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 ten (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 ten (10) members, or;
 - c. Service as an officer of a business entity that has four (4) or fewer officers, or serve as one of the four (4) officers most highly compensated by a business entity that has more than four (4) 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 El Paso Water.

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 services, goods, or other property 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.