

EL PASO WATER UTILITIES

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

Request for Proposal Check List

El Paso Water Bill Printing and Mailing Services

RFP # 09-17

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

Before turning in your RFP 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 RFP and provide two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy?

_____ Is your bid in a sealed envelope marked with the **RFP Number** and **Company name**? Deliver your bid to the El Paso Water Utilities Purchasing Department by **11:00 a.m. February 13, 2017.**

**EL PASO WATER
1154 Hawkins Blvd.
El Paso, Texas 79925**

REQUEST FOR PROPOSAL

RFP No. 09-17

El Paso Water Bill Printing and Mailing Services

January 20, 2017

El Paso Water is now accepting proposals from a firm with expertise and experience in municipality or public utility bill printing and mailing. All interested vendors, whether previously contacted or not, are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposal (RFP).

Sealed Proposals shall be received no later than:

11:00 A.M., Monday, February 13, 2017

MARK ENVELOPE: RFP 9-17 BILL PRINTING AND MAILING SERVICES

RFP's received after the date and time specified above will not be accepted and will be returned unopened. Service or technical related questions can be directed to Armando R. Renteria, Chief Information Officer at (915) 594-5632. Procedural or contractual questions can be directed to Rose M. Guevara, Senior Purchasing Agent at (915) 594-5547. Proposals received and accepted shall become the property of the El Paso Water and will **NOT** be returned.

Background

The Public Service Board (PSB) is the trustee for the water, wastewater, reclaimed water and stormwater systems related functions within the City of El Paso and has complete authority and control of the management and operation of the El Paso Water (EPW or the Utility). EPW provides water, wastewater, reclaimed water, and stormwater services to approximately 230,162 customers.

Project Objectives

The primary objective of the El Paso Water Bill Printing and Mailing Services project is to partner with one vendor that can perform all aspects of our bill printing and mailing needs. The services shall include, but are not limited to, the printing and mailing of utility bills. The successful vendor will be awarded a three-year contract, with the option to extend the contract for an additional three-year period.

Interview

Proposers may be required to appear for an interview, if so requested, with the EPW Selection Committee, before any award is made. The purpose of the interview is to review the Proposers' background and capabilities to perform the services. Failure to comply with this request may result in the rejection of the proposal.

Specific Requirements

For the purpose of this proposal, vendors should base proposal responses on processing, printing, folding, inserting, sorting, and mailing an average of 208,000 utility bills per month.

1. Vendor must have the ability to accept daily utility bill files using an HTTPS upload or a standard FTP transmission with PGP encryption support and provide the means for a secure data transmission and confirm receipt of file.
2. Vendor must provide a web-based interface to:
 - a. Track the status of bill print jobs through the production process
 - b. View bill print reports
 - c. Manage bill inserts
 - d. Process exceptions or special handling of bill documents
 - e. Upload test files
3. Vendor must provide capability to view and approve bills online before they are printed and mailed. Included with the bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.
4. Vendor must provide the capability for EPW to suppress the printing of bills for certain customers, the suppression could be on a regular ongoing basis or one-time from a live production file.

5. Vendor must be able to accept bill files in their current format as the Utility may be unable to change the bill file format without manual intervention and/or a modification to the billing system.
6. Vendor must have capability to print utility bill remittance stub to work with the Utility's remittance processing equipment and software used to process bill payments.
7. Vendor will be required to print, insert, meter and mail utility bills via first class postage within 24 hours of receipt. Confirmation of utility bill file receipt must be provided. This schedule must be contractually guaranteed.
8. Vendor must have and provide as part of the response a comprehensive Quality Control Plan for ensuring the data, printing and mailing is error free.
9. Vendor must provide a description of the printing and mailing equipment used, a list of all print facility locations and the backup contingency plan used in the event of equipment failure.
10. Vendor must be able to archive bill images as PDF files and provide process for viewing archived bill images. PDF images must be available on the same day that the utility bill file is processed. PDF record retention of all bills is two (2) years beyond the life of the contract and must remain accessible for daily viewing for EPW during this period. All PDF files remain the property of EPW. Vendor may not provide access to these records to any other part for any reason.
11. Vendor must provide unlimited customer support to EPW personnel during vendor's business hours and procedures for receiving after-hours support.

Qualifications

1. Vendor must have minimum of five (5) years' experience providing the required bill printing and mailing services.
2. The vendor, through its written proposal submission, must demonstrate their understanding of the required services and functions that they must provide/perform under the contract that will result from this RFP.
3. The vendor, through its written proposal submission, must demonstrate their confidence level, reliability, commitment of relevant resources to EPW, and experience to supply the proper services.
4. The vendor, through its written proposal submission, must demonstrate their ability to perform all of the required services in-house, no work will be sub-contracted out.

- The vendor, through its' written proposal submission, must demonstrate its' ability to meet a required mailing turnaround time of two (2) business days from the time the utility bill file has been received, verified and authorized by EPW. This means that all mailed bills must be processed through the postal service within three (3) postal service business days. The vendor is responsible for meeting all postal service deadlines to assure this happens. Failure to meet these requirements may result in a \$1000/day penalty to vendor.

Materials

8.5x11", 24# bond, with a micro-perforation (duplex monochrome print)

#10 EPW Custom, OE (Outgoing Envelope), double window with security tint.

#9, EPW Custom, BRE (Business Return Envelope) with security tint.

Postage Rates

All postage costs will be incurred by the vendor and billed at cost to EPW as part of the monthly bill. Vendor must mail utility bills via presorted First Class mail using maximum postal discounts to minimize EPW postal costs.

Pricing Tables

Vendor must provide a cost proposal for print and mail development, project implementation, ongoing maintenance and all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Please adhere to the table form provided below:

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation	\$	One-Time Fee
Professional Services Charges Charge for requested programming changes after initial implementation	\$	Per Hour
Maintenance and Support	\$	Per Year

Service Fees for an average 208,000 mailings per month	Cost Per Piece
Print Black & White (Duplex)	\$
Print Color	\$
Fold and Insert (Water Bill)	\$
Fold and Insert (Additional Pieces)	\$
NCOA or Intelligent Barcode	\$
Postage	\$
File Transfer	\$

General Information

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for sixty (60) business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Firms are cautioned that once a proposal is received, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Texas Public Information Act. The exception that allows the Utility to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data, and privileged or confidential information* may be excepted from public inspection. If any information contained in your proposal qualifies for an exception because it falls into one of the categories above it should be clearly marked “CONFIDENTIAL” and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Firms who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the Utility receives an open records request for the information and requests a determination by the Attorney General.

It is the submitting firm’s responsibility to ensure that they have all pertinent information regarding this RFP, including all amendments prior to submitting their proposal. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time.

Submission of Proposals

One (1) copy of all proposal documents shall be sealed and submitted as their response to:

**EL PASO WATER
PURCHASING AND CONTRACTS ADMINISTRATION DEPARTMENT
ATTN: ROSE M. GUEVARA
SENIOR PURCHASING AGENT
1154 HAWKINS BOULEVARD
EL PASO, TEXAS 79925**

FACSIMILIE TRANSMITTALS SHALL NOT BE ACCEPTED.

Submittal Requirements

To be considered responsive, the proposal must include the following submittals:

- Provide a brief description of the company, including all business names, business locations, number of employees, years in business, client base, and areas of expertise. Provide the name, title, telephone number, and email address of the individual designated as the company's authorized representative. Additionally, provide financial statements for your organization for at least the last two (2) fiscal years, including audited financial statements should your entity not be publicly traded.
- A description of similar projects completed by the vendor within the past two (2) years. Include information that indicates experience and qualifications in providing bill printing and mailing services for a municipality or public utility.
- Provide the name, title, contact information and bios of the project manager and team providing the services for this solution. Describe their role in the project.
- Provide three (3) client references where vendor provides bill printing and mailing services for a municipality or public utility. Include the client name, contact person, contact information, and a description of the work performed.
- A general description of the technique, approach, and methodology to be used in providing bill printing and mailing services.
- A detailed cost proposal, including cost of services and travel and any other expenses for this project.

Rejection of Proposals

El Paso Water reserves the right to reject any or all proposals. Receipt of any proposal shall under no circumstances obligate El Paso Water.

Cone of Silence

The Cone of Silence period begins on the day that the RFP is issued, and ends on the day that a recommendation of a contract award is placed on the PSB's agenda. The Cone of Silence/Anti-Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to bidders, lobbyists or consultants of bidders, service providers, or potential vendors and any of the following:

- Utility Staff and Utility Consultants, including any employee of the Utility, any person retained by the Utility as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project;
- PSB members, the Mayor, Council Representatives, and their respective staff; and
- Members of the Utility's Selection Committee, whether Utility employees or outside experts appointed or selected by the Utility.

The Cone of silence/Anti Lobbying Policy does not apply to:

- Questions of Process and Procedure, including oral communications with the Senior Purchasing Agent, provided the communications are strictly limited to matters of process or procedure already contained in the RFP. A minimum of ten (10) days will be provided for questions during solicitation unless otherwise stated in the RFP.
- Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentation before selection committees, contract negotiations, and public presentations made to the PSB during a duly noticed public meeting.
- Written Communications, to the Senior Purchasing Agent identified in the solicitation.

Requests for Clarifications

In order to meet the Utility's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in writing by close of day Thursday, February 2, 2017. Each firm submitting questions shall clearly address each question by reference to a specific section, page, and item of this RFP.

Questions submitted after this date may not elicit a response. Please refer to the RFP number in all correspondence and direct all communication

It is the firm's responsibility to follow up and make certain that the Senior Purchasing Agent received the request. Firms shall promptly notify the Senior Purchasing Agent of any ambiguity or inconsistency, which they may discover upon examination of this RFP. During the RFP process, firms shall not contact any Utility staff except those designated in the text of the RFP or in subsequent documentation. Non-compliance with this provision may result in rejection of the offer involved.

Selection

The proposals will be evaluated by an EPW Selection Committee from February 14, 2017, until March 7, 2017. If additional information, interviews or product demonstrations are needed with any bidders during this three (3) week window, the bidder(s) will be notified. The selection decision for the winning bidder will be made no later than March 10, 2017, and the Committee shall present its recommendations to the PSB during a regularly scheduled meeting. The recommendation shall include a primary and secondary firm. After the selection, contract negotiations shall be conducted with the primary selected firm. In the event a mutually agreeable contract cannot be negotiated with the primary selected firm, negotiations shall be conducted with the secondary firm.

After the selection, contract negotiations shall be conducted with the primary selected firm. In the event a mutually agreeable contract cannot be negotiated with the primary selected firm, negotiations shall be conducted with the secondary firm. Upon selection, the selected firm must obtain and submit the insurance stipulated within this proposal. Firms are directed not to contact or lobby any member of the Utility, the Committee, or the PSB. After the selection, each responding firm will be notified of their selection status by letter.

The selection shall be based on the following criteria:

EXPERIENCE AND PERFORMANCE (scoring weight 25%)

The Utility will evaluate the vendor's expertise, experience, and ability to meet the requirements of the project. The vendor must demonstrate a verifiable history of successful municipality or public utility bill printing and mailing projects similar in size and scope to that proposed.

TECHNICAL COMPETENCE (scoring weight 20%)

The Utility will evaluate the technical knowledge and ability of the vendor to fulfill the objectives of the project.

PROJECT APPROACH (scoring weight 15%)

The Utility will evaluate the vendor's project plan and approach to the project.

COST (scoring weight 20%)

The Utility will evaluate the vendor's cost proposal.

PROPOSAL AND SUBMITTAL RESPONSIVENESS (scoring weight 20%)

The Utility will evaluate the vendor's proposal and submittal responsiveness.

Confidentiality and Publicity

In conducting the various interviews, meetings and planning sessions, you may be given access to sensitive El Paso Water information and critical systems. The firm will be expected to keep all information acquired while performing the services strictly confidential, as well as agreeing to abide by all security policies associated with access to Utility data. Employees may be required to sign individual confidentiality agreements.

The firm will retain all information provided by the El Paso Water in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services without prior written consent from the El Paso Water. EPW retains the right to enjoin any unauthorized disclosure in a Texas court of law. The firm will not issue any public announcements concerning the El Paso Water without the prior written consent of the El Paso Water.

Insurance

The firm will provide and keep in full force and effect during the term of this agreement and any extension hereof, carries the following insurance:

1. Commercial General Liability Insurance - \$1,000,000 minimum per occurrence.
2. Automobile Liability Policy – \$1,000,000 per occurrence.
3. Worker’s Compensation coverage as required by law, together with Employer Liability coverage with limits of not less than \$1,000,000 per occurrence.
4. Professional Liability Insurance - \$1,000,000 per occurrence.

FIRM: _____

BY: _____

Signature

Title

ADDRESS: _____

PHONE: _____

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.

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:

**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.