

EL PASO WATER

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

Formal Bid Solicitation Check List

Granular Activated Carbon

Bid # 29-20

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

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

_____ Did you check our website www.epwater.org for any addendums? **(Failure to sign addenda and include with bid proposal may deem the bidder's submission non-responsive.)**

_____ Did you complete the Conflict of Interest Questionnaire?

_____ Did you complete the Statement of Residency?

_____ Did you complete the Statement of Nondivestment from Israel?

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

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

_____ Did you complete the Excel Worksheet with all HIGHLIGHTED costs and blank spaces filled out and submit it on a CD or USB Drive along with the sealed bid proposal? The Excel worksheet is found with the bid announcement located at www.epwater.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. Mountain time May 14, 2020.**



BID PROPOSAL FOR EL PASO WATER

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.

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TO BE OPENED: 11:00 A.M. LOCAL TIME, MAY 14, 2020

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FIRM: _____

MAILING ADDRESS: _____ SIGNATURE: _____

STREET ADDRESS: _____ PRINTED NAME: _____

CITY/STATE/ZIP: _____ TITLE: _____

PHONE NUMBER: _____ FAX: _____

E-MAIL: _____ DATE: _____

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

Submit two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy. Note: Faxed and/or Email bids will not be accepted.

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to Gretchen Garcia at gegarcia@epwater.org or sent via fax to Gretchen Garcia at (915) 594-5689. Requests need to be submitted by April 30, 2020. Requests submitted after this time frame, may not elicit a response. Answers to bid questions will be posted by May 5, 2020.

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 and/or Payment Bond

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NOTE: Bidders are to complete the attached check list and Excel form spreadsheet found with this Bid announcement located at www.epwater.org. Bidder must provide a saved read only CD formatted copy of this Excel spreadsheet returned with sealed bid. CD must have the bid number and company name written on the CD. Failure to complete this may deem the bidders submission non responsive.

This bid will be awarded to the bidder with the lowest, responsive, responsible "Total Bid" as noted on the Excel spreadsheet.

***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 EPWATER reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period.

Note:

A current Safety Data Sheet (SDS) for Granular Activated Carbon shall be provided with the bid submittal. **Failure to provide the Safety Data Sheet (SDS) with the bid proposal submittal may result in the disqualification of the bid proposal submittal.**

Provide a typical Certificate of Analysis for the Product the Bidder proposes to provide.

Provide an affidavit affirming that the product the Bidder proposes to provide will comply with ANSI/NSF Standard 60/61 for Drinking Water Treatment Chemicals.

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

OVERVIEW

The EPWater is soliciting Bid Pricing for Granular Activated Carbon (GAC) for use in drinking water treatment, **described in the listed specification** and referred to herein as the "Product", at the Robertson/Umbenhauer (Canal) Water Treatment Plant (WTP), the Jonathan Rogers WTP, the Upper Valley Water Treatment Plant (UVWTP), and the Fred Hervey Water Reclamation Plant. The Canal WTP and the JRWTP are conventional surface water treatment plants that treat surface water from the Rio Grande River and the UVWTP is an arsenic treatment facility that treats groundwater from the Mesilla Bolson Aquifer. The Fred Hervey Water Reclamation Plant is a wastewater treatment plant that treats water for reclaimed purposes.

REFERENCE STANDARDS

Without limiting the generality of these specifications, the Supplier shall conform to the applicable requirements of the most recent versions of the following documents:

1. American National Standards Institute (ANSI) / National Sanitation Foundation (NSF) Standard 60
2. American Water Works Association (AWWA) Standard B604-18 – Granular Activated Carbon

CERTIFICATION REQUIREMENTS

- A. The Certificate of Analysis provided for the Product shall affirm compliance with the most current version of AWWA Standard B604-18 and shall be based on analyses conducted using the methods described in AWWA Standard B604-18. It shall, at a minimum contain the following information:
- i. The trailer number
 - ii. The loading date
 - iii. The lab results for that trailer load indicating:
 - a. Manufactured date
 - b. Iodine number, mg/g (ASTM D4607)
2. An affidavit, from an NSF-certified laboratory, indicating compliance with ANSI/NSF Standard 60/61: Drinking Water Treatment Components—Health Effects must be submitted with the Bid and with each shipment. The affidavit shall be to certify drinking water treatment chemicals in accordance with NSF/ANSI Standard 60/61:
- National Sanitation Foundation (NSF)

EVALUATION

Bid Evaluation will be based on the lowest cost per pound of Granular Activated Carbon. This cost shall include all costs associated with removing used GAC and replacing with the new virgin GAC.

SHIPPING AND DELIVERY REQUIREMENTS

Granular Activated Carbon shall be packaged in 1000 or 2000 lb sacks and stacked on pallets holding 1 sack per pallet. Deliveries shall be made on flatbed truck to the Robertson/Umbenhauer Water Treatment Plant, the Jonathan Rogers Water Treatment Plant, the Upper Valley Water Treatment Plant, or to the Fred Hervey Water Reclamation Plant. Granular Activated Carbon must be covered during transport to protect from the weather.

The Contractor shall allow up to 2 hours unloading time without demurrage.

Deliveries shall be accepted on Monday through Friday ONLY DURING THE HOURS OF 8:00 A.M. TO 2:00 P.M., TO ALL LISTED FACILITIES BELOW.

Robertson/Umbenhauer Water Treatment Plant
800 Canal Street
El Paso, Texas 79901
Mr. Ruben Montes
(915) 594-5402
rmontes@epwater.org

Jonathan Rogers Water Treatment Plant,
10000 Southside Road,
El Paso Texas 79927
Mr. Michael E. Parker
915 594-5752
meparker@epwater.org

Upper Valley Water Treatment Plant
9070 North Vinton Road
Anthony, Texas 79821
Mr. Ray Shay
915 621-2076
Rshay@epwater.org

Fred Hervey Water Reclamation Plant
11700 Railroad Dr.
El Paso, TX 79924
Mr. Robert Hernandez
915 594-5720
Rhernandez@epwater.org

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

DELIVERY APPOINTMENT AND UNLOADING REQUIREMENTS

A 24-HOUR NOTICE OF REQUEST FOR DOCK APPOINTMENT SHALL BE PHONED INTO ALL LISTED FACILITIES REQUESTING PRODUCT BY TRANSPORTATION COMPANY DISPATCH. DOCK APPOINTMENT FOR DELIVERY IS REQUIRED AND EPWATER WILL NOT HONOR OR PAY DEMURRAGE.

After a dock appointment is made, the supplier must email the EPWater facilities at the email addresses listed in the specifications before the truck leaves the supplier's facilities. The email must contain the following information:

- The names of the driver and anyone accompanying the driver, including a supervisor, trainer or trainee
- The truck and trailer numbers
- PDF or other photo copy of the Bill of Lading which includes the EPWater contract number, the name of the transport company, and contract name

Each delivery must be accompanied by a Certificate of Analysis conforming to all requirements contained in these Conditions and in the specifications. A single Certificate of Analysis may be used if multiple loads are from the same lot, provided that one copy is provided to each of the treatment plants receiving a delivery from that lot.

Responsibility for expediting and tracking each shipment shall be the supplier's until delivery is accepted. The supplier shall notify EPWater's Contract Representative and the Treatment Plant immediately of any delay while in route to the delivery location.

All truckload deliveries shall be accompanied by one scale ticket from a state certified scale showing the name of the scale company, its location, date, truck and trailer number, and gross, tare and net weights. The weight tickets shall be for the actual load delivered to EPWater.

Any alternative method of determining weight for the Product must be submitted in writing with this proposal and approved by EPWater. EPWater reserves the right to determine the quantity delivered through its online

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the methods required for the Certificate of Analysis (see specifications). The results of the referee analysis shall be accepted as final. The cost of the referee analysis shall be paid by the Supplier.

TITLE TRANSFER

Title of the Product shall pass from the supplier to EPWater when EPWater has received, inspected and approved the material, subject to EPWater rights to return the Product described herein.

BIDDER RESPONSIBILITIES:

In addition to all requirements and responsibilities described in the specifications, the bidder shall also comply with the following responsibilities:

- A. Safety Data Sheet:** A current Safety Data Sheet (SDS) for the Product shall be provided with the bid proposal submittal. Failure to provide the Safety Data Sheet (SDS) with the bid proposal submittal may result in the disqualification of the bid proposal submittal.
- B. Certificate of Analysis:** The Bidder shall furnish, by attachment to the bid proposal, a typical Certificate of Analysis of the Product the bidder would provide should the bid be accepted. This analysis shall comply with all analysis methods and requirements described in the specifications. The supplier shall submit such typical analysis with each shipment and on an annual basis or at any time there is a change in the manufacturing practices during the contract period.
- C. Sample:** The Bidder may be required to furnish a typical sample of the product.
- D. References:** The Bidder shall provide three facilities as references on the bid proposal form. The Bidder must currently provide the product to these facilities or must have provided the Product to these facilities in the past. The references shall include the amount of Product provided to each facility and a person of contact at each facility. Additional requirements for these references may be included in the specifications.

ORDERING PROCEDURES

The Supplier will be provided with a material release order by FAX OR E-MAIL for delivery of the Product. Upon written notification, delivery is to be made in partial shipments which will continue throughout the contract period. The Supplier will be available to make the delivery within the notification time given on the bid proposal form.

When the supplier cannot furnish the required Product within the notification time given on the bid proposal form, the utility reserves the right to obtain the Product from any available source and bill the Supplier for any additional cost over the bid amount.

PLEASE ANSWER THE BELOW INFORMATION IN ADDITION FOR ACCURACY VERIFICATION.

Brand Name/Product Name: _____

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

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Can you provide a certificate of analysis for your product demonstrating the required specifications listed with every load? _____ Each load will be subject to testing.

Can you provide this product as indicated in SHIPPING AND DELIVERY REQUIREMENTS?

Can you provide GAC within a reasonable turnaround time (i.e. 10 to 12 days)? _____

Minimum Notification Time Required for Delivery of Order: _____

Location of Primary Distribution Facility: _____

Alternate Distribution Facility: _____

Who is the transportation company that you plan to use for this contract?

Reference #1:

Facility Name: _____

Location / Facility Address: _____

Point of Contact: _____

Average Annual Consumption: _____

Reference #2:

Facility Name: _____

Location / Facility Address: _____

Point of Contact: _____

Average Annual Consumption: _____

Reference #3:

Facility Name: _____

Location / Facility Address: _____

Point of Contact: _____

Average Annual Consumption: _____

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.

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 **Granular Activated Carbon**, whichever is later. Any discount will be used in the evaluation of the bid submittal to determine the lowest responsive bid.

Discount: _____

Payment Terms: _____

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

Transportation:

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

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

Bidder must answer the following questions:

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

Answer: _____

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

Answer: _____

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

Answer: _____

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

STATEMENT OF RESIDENCY

The following information is required by EPWATER 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 EPWATER. 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 EPWATER 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 EPWATER and Bidder will be void and EPWATER 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 **Granular Activated Carbon** 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 **Granular Activated Carbon** within the delivery time specified above, the Utility reserves the right to obtain **Granular Activated Carbon** 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 under the same terms and conditions for two additional one year extensions. In the event El Paso Water Utilities has not obtained another goods and/or services contractor by the expiration date of the existing contract term, the Contractor shall nonetheless continue for a period not to exceed six (6) months on a month-to-month basis after the end of its term, unless El Paso Water Utilities has notified the Contractor that El Paso Water Utilities has obtained another contractor.

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 Gretchen Garcia, Procurement Analyst, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Gretchen Garcia can be reached by telephone at (915) 594-5639, or by FAX at (915) 594-5689. Correspondence should be addressed to: El Paso Water Utilities, Purchasing and Contract Administration, Attn: Gretchen Garcia, 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 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$2,000,000 |
| General Aggregate | | \$2,000,000 | \$1,000,000 | \$2,000,000 |
| Products/Completed | | \$2,000,000 | \$1,000,000 | |
| Operations Aggregate | | | | |
| CONTRACT PRICE GREATER THAN \$10,000,000: | | | | |
| Occurrence | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$5,000,000 |
| General Aggregate | | \$2,000,000 | \$1,000,000 | \$5,000,000 |
| Products/Completed | | \$2,000,000 | \$1,000,000 | |
| Operations Aggregate | | | | |

With respect to the above required insurance, El Paso Water Utilities and its officers and employees shall be named as additional insureds as their interests may appear. El Paso Water Utilities shall be provided with 30 days advance notice, in writing, of any cancellation or material change. El Paso Water Utilities shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

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

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

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

Failure to submit insurance certification may result in contract cancellation.

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

12. CONE OF SILENCE

The “Cone of Silence” is imposed upon each RFP, RFQ or Bid from the time of advertising until it is posted on the Public Service Board Agenda for award. The Cone of Silence prohibits communications with El Paso Water Utilities employees to attempt to influence the purchasing decision. As such, the Cone of Silence prohibits any communication regarding RFP’s, RFQ’s or Bids between, among others:

- Potential vendors, service providers, bidders, or consultants and El Paso Water Utilities employees.
- Potential vendors, service providers, bidders, or consultants, any member of the Board, the President/CEO, or their respective staff and members of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with Sr. Purchasing Agent, Purchasing Agent, Contracts Developer Coordinator, or Procurement Analyst, provided the communications is limited strictly to matters of process or procedure already contained the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the President/CEO and Board members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable, RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to El Paso Water Utilities General Counsel and the Purchasing Agent.

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

Instructions - Form 1295

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

The following definitions apply:

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

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

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

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

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015)_(mem. op.) (pet. denied) (*available [here](#)*).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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.

EL PASO WATER

SPECIFICATIONS FOR GRANULAR ACTIVATED CARBON UPPER VALLEY WATER TREATMENT PLANT JONATHAN ROGERS WATER TREATMENT PLANT ROBERTSON-UMBENHAUER CANAL WATER TREATMENT PLANT FRED HERVEY WATER RECLAMATION PLANT

MARCH 2020

1.0 GENERAL:

The supplier will provide the necessary equipment, materials, labor and supervision for removal of spent Granular Activated Carbon (GAC) and installation of virgin GAC in **(3) THREE filters at the UPPER VALLEY WATER TREATMENT PLANT (UVWTP), (3) filters at the JONATHAN ROGERS WATER TREATMENT PLANT (JRWTP), (3 to 6) three to six filters at the ROBERTSON-UMBENHAUER WATER TREATMENT PLANT (RUWTP) and (2) filters at the FRED HERVEY WATER RECLAMATION PLANT.** Spent GAC will be stockpiled at a location acceptable to the Plant Superintendents of each respective plant. Spent GAC shall be hauled away from each of the water plants within two weeks of the spent GAC removal from each plant. No exceptions to this requirement shall be made. GAC removal and stockpiled areas must be swept and clean.

Driver must weigh / scale out at a qualified facility to perform this and provide plant personnel evidence of weight and scale ticket, without this load will be refused. Driver / Dispatch must phone plant administration for delivery appointment 24 hours from driver en-route to destination delivery.

The supplier must furnish information documenting their technical competence and experience. Documentation referencing three (3) current or past potable water customers with at least 500,000 pounds or more of GAC installed will be included with the bid documents. Please provide this below:

Reference: _____
Reference: _____
Reference: _____

Furnish Information Documenting your Companies Technical Competence and Experience: Please use additional sheet of paper if required to provide this summary.

SPECIFICATIONS FOR GRANULAR ACTIVATED CARBON

PAGE 2

2.0 SCHEDULE:

The Utility shall provide a NOTICE TO INSTALL directive in writing to the GAC supplier, at which time the GAC supplier shall have thirty (30) calendar days from receipt of the NOTICE to install the GAC in the filters.

3.0 COORDINATION WITH WATER PLANT SUPERINTENDENTS:

The supplier shall coordinate all activities through the individual Plant Superintendents to minimize all conflicts. Storage areas shall be provided to store the GAC.

The J.R.W.T.P Superintendent Mr. Michael E. Parker, (915) 594-5752.

The U.V.W.T.P Superintendent Mr. Raymond "Ray" Shay (915) 621-2076.

The R.U.W.T.P Superintendent Mr. Ruben Montes (915) 594-5402

The F.H.W.R.P. Superintendent Mr. Robert Hernandez (915) 594-5721

4.0 MATERIAL:

The GRANULAR ACTIVATED CARBON (GAC) supplied IN 1000 LB SUPER SACKS shall meet the most current American Water Works Association (AWWA) Standard B-604 in addition to the physical properties listed below and be manufactured from only select grades of **RE-AGGLOMERATED** bituminous coal combined with suitable binders as required. The GAC product must be a highly active, durable, granular material capable of withstanding the abrasion and dynamics associated with repeated backwashing and hydraulic transport. Activation shall be carefully controlled to produce a material having a high internal surface area with the optimum pore size for effective adsorption of a broad range of high and low molecular weight contaminants. The density and particle size shall be sufficient to allow backwash agitation and bed expansion, yet settle rapidly for immediate resumption of treatment.

The GAC shall conform to Food Chemical Codex when tested under the conditions of the test outlined in the Food Chemical Codex, Latest Edition. The product shall be visually free of foreign materials such as clay, dirt, etc. Lignite, peat, wood, coconut, sub-lignite based granular activated carbon will not be acceptable. All proposed GRANULAR ACTIVATED CARBON supplied to El Paso Water shall be provided from only the accredited ANSI/NSF 61 certification (NSF) www.nsf.org that follows Texas Commission on Environmental Quality (TCEQ) for NSF responsibility guidelines for safe drinking water standards accountability and strictly enforced by the Texas Commission on Environmental Quality (TCEQ.) SHALL BE accepted. No third party accrediting labs used for testing, acquisition for certification or accreditation for this ANSI/NSF 61 certification will be allowed, accepted, justified **UNLESS** directly certified by the www.nsf.org and **UNLESS** strictly provided in accordance with www.nsf.org directives and governances.

This product for the Jonathan Rogers Water Treatment Plant, Upper Valley Water Treatment Plant, Robertson-Umbenhauer Water Treatment Plant, and Fred Hervey Water Reclamation Plant shall be compatible to Calgon Carbon FILTRASORB 816 Re-agglomerated carbon or **APPROVED EQUAL**. **Custom reactivated granular activated carbon is not acceptable. NO EXCEPTION OR SUBSTITUTE ALLOWED.**

SPECIFICATIONS FOR GRANULAR ACTIVATED CARBON

PAGE 3

The following properties for the 8 x 16 mesh:

| | |
|---|---------|
| Iodine Number (mg/g) | 900 |
| Effective Size (mm) | 1.3-1.5 |
| Uniformity Coefficient (Max.) (Before backwashed) | 1.4 |
| Abrasion Number (Min.) (Ro-Tap method) | 75 |
| Particle Size (U.S. Sieve Series) | |
| Larger than Number 8 (Max. %) | 15 |
| Smaller than Number 16 (Max. %) | 5 |
| Moisture Content (Max. %) | 2 |
| Bulk Density (lbs/ft ³) (Backwashed and drained) | 27-29 |

6.0 QUANTITY:

The quantity of GAC supplied for the **U.V.W.T.P** shall be sufficient to FILL 3 each 900 sq. ft. filters; a depth of 5 ft. approx. 405,000 pounds shall be required. The quantity of GAC supplied for the **J.R.W.T.P** shall be sufficient to fill 3 each 912 sq. ft. filters; a depth of 6 ft. approx. 493,000 pounds shall be required. The quantity of GAC supplied for the **R.U.W.T.P** shall be sufficient to fill 3 each 1150 sq. ft. filters; a depth of 4.5 ft. approx. 506,000 pounds shall be required. The quantity of GAC supplied for the **F.H.W.R.P** shall be sufficient to fill 2 each 1408 sq. ft. filters; a depth of 4.0 ft. approx. 380,000 pounds shall be required. GAC replacement will be alternated if filter projects are required. GAC shall meet the specifications required by WTP Plants and shall be supplied and installed.

7.0 TESTING:

All tests made on the GAC shall be in accordance with the most current AWWA B-604. SUPPLIERS EXPENSE TESTING ONLY. ONLY QUALIFIED LABORATORY CERTIFICATIONS AND ANALYSIS FROM THE SUPPLIER WILL BE ALLOWED.

8.0 SUPERVISION:

The supplier shall provide a full time and adequately experienced supervisor for the GAC removal and installation at each of the plants. The supplier shall submit the supervisor's resume of experience in the removal and installation of GAC, prior to the award of the contract.

9.0 REJECTION:

El Paso Water reserves the right to take random samples from each GAC delivery to the sites. If GAC sampled does not meet the minimum requirements of these specifications, the Utility reserves the right to reject all the GAC with the supplier incurring all the cost of removing and returning the GAC shipments.