



BID PROPOSAL TO THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD

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

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

SUBJECT: SAND BAGS-FILLED AT SPECIFIC SITES AND LOCATIONS
BID NUMBER: SW24-13
TO BE OPENED: 11:00 A.M. LOCAL TIME FEBRUARY 15, 2013 PAGE 1 of 14

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 and one (1) copy.

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to CPPELLICANO@EPWU.ORG or sent via fax to Christopher G. Pellicano at (915) 594-5689. Requests need to be submitted one week prior to bid opening. Requests submitted after this time frame, may not elicit a response.

All items noted on the last two pages of the attached "Instructions to Bidders" will apply to this bid proposal, except No.14.

PRE-BID MEETING TO BE CONDUCTED ON FEBRUARY 11, 2013 AT 10:00 A.M. LOCATED AT 1154 HAWKINS BLVD, EL PASO, TEXAS 79925, 1ST FLOOR PURCHASING CONFERENCE ROOM.



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<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1	*100,000 EA	FILLED, **ON-SITE & STACKED SAND BAGS	\$ _____/EA	\$ _____

Bid Total \$ _____

***EAU = ESTIMATED ANNUAL USAGE**

*The quantities shown above are an estimated annual usage. Although no obligation shall exist to purchase these quantities, the Utility reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period. *THIS CONTRACT IS ON AN AS NEEDED BASIS ONLY TO BE PROVIDED AS SUCH PER INSTRUCTION FROM THE El Paso Water Utilities STORMWATER OPERATIONS UNIT (210)

**The on-site locations are as follows: 4801 Fred Wilson Drive, 913 South Boone Street, 9292 Escobar Drive, 2981 Wedgewood and 140 Kappa Drive. SEE ATTACHED MAP.

Note:

A current Material Safety Data Sheet (MSDS) for SAND AND/OR COMPOSITE FILL shall be provided with the bid submittal. **Failure to provide the Material Safety Data Sheet (MSDS) with the bid proposal submittal may result in the disqualification of the bid proposal submittal.**



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

SEE ATTACHED.

DELIVERY REQUIREMENTS:

NO EPWU PERSONNEL, EPWU EQUIPMENT, RENTAL OF EPWU EQUIPMENT, EPWU LABOR, EPWU BURDEN OR EPWU INSTRUCTION FOR SAND BAG PRODUCTION WILL BE PROVIDED OR ALLOWED, OFFERED OR SOLICITED FOR THE DURATION OF THIS CONTRACT TO INCLUDE ANY EXTENSION AGREED TO BY BOTH PARTIES.

Bidders Fax Number: _____ **E-Mail Address:** _____



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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 the 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. The 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 the El Paso Water Utilities within two working days of the price decrease and pass the price decrease on to the Utility. The price decrease will be effective upon receipt of the price reduction from the Contractor.

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

-Name

-Company Name

-Employee's Picture

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



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Unless a discount is provided as an inducement for prompt payment, El Paso Water Utilities - Public Service Board 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 **SAND BAGS-FILLED AT SPECIFIC SITES AND LOCATIONS.** whichever is later. Any discount will be used in the evaluation of the bid submittal to determine the lowest responsive bid.

Discount: _____

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.

F.O.B. – El Paso, Texas

State and City Sales Tax Exempt



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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?

Answer: _____

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

Answer: _____

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

Answer: _____

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



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1. TYPE AND TERM OF CONTRACT:

This is a **Good(s) and/or Service(s) Contract**, under which the 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 **SAND BAGS-FILLED AT SPECIFIC SITES AND LOCATIONS**. 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 on a year to year basis for an additional two year periods.

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 **SAND BAGS-FILLED AT SPECIFIC SITES AND LOCATIONS**. within the delivery time specified above, the Utility reserves the right to obtain **SAND BAGS-FILLED AT SPECIFIC SITES AND LOCATIONS** from any available source and bill the successful supplier for any additional cost over the bid amount.

In the event the 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 the El Paso Water Utilities shall have notified the Contractor that the El Paso Water Utilities obtained another contractor.



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2. 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. The El Paso Water 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 the 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 the EPWU will be paid within 30 days of the EPWU's receipt date of the invoice.
- j. If partial shipments or deliveries are authorized by the EPWU, the Contractor shall be paid for the partial shipment or delivery as stated above.
- k. The EPWU 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.



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3. INDEMNIFICATION:

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the 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 the El Paso Water Utilities as required by law, the El Paso Water Utilities will promptly forward to Contractor every demand, notice, summons or other process received by the 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 the 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 the El Paso Water Utilities in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the El Paso Water Utilities including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The 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. The El Paso Water Utilities will not be responsible for any loss or damage to the Contractor's property from any cause.

4. GRATUITIES:

The El Paso Water Utilities may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the 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 the 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 the El Paso Water Utilities pursuant to this provision, the 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.



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5. TERMINATION:

I. TERMINATION FOR CONVENIENCE

The 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 the El Paso Water Utilities to be paid the Contractor. If the Contractor has any property in its possession belonging to the El Paso Water Utilities, the Contractor will account for the same, and dispose of it in the manner the El Paso Water Utilities directs.

II. TERMINATION FOR DEFAULT

If the Contractor fails to comply with any provision of the contract, the 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 The El Paso Water Utilities before termination notice is rendered. The 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 the El Paso Water Utilities terminates this Contract because the Contractor failed to perform the services as required by the Contract, the 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. The El Paso Water Utilities may recover the difference between the cost of the substitute services and the Contract price from the Contractor as damages. The 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 the 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.



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6. 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.

7. 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 the El Paso Water Utilities.

8. VENUE:

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



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9. CONTRACT ADMINISTRATION:

Administration of this Contract, on behalf of the El Paso Water Utilities, is the responsibility of Christopher G. Pellicano-Procurement Analyst, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Christopher G. Pellicano can be reached by telephone at (915) 594-5639, or by FAX at (915) 594-5689. Correspondence should be addressed to: The El Paso Water Utilities, Purchasing and Contract Administration, Attn: Christopher G. Pellicano, P.O. Box 511, El Paso, Texas 79961-0001. Please refer to Bid Number or Contract Number in all correspondence.

10. LIABILITY INSURANCE:

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas public liability insurance a) covering contractor and its employees in the amount of \$500,000 and b) for the protection of the general public and the El Paso Water Utilities in the amount of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage.

With respect to the above required insurance, the El Paso Water Utilities and its officers and employees shall be named as additional insured's as their interests may appear. The El Paso Water Utilities shall be provided with 30 days advance notice, in writing, of any cancellation or material change. The 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.

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

El Paso Water Utilities
Purchasing and Contract Administration Department
Attn: Michelle LePage, Purchasing Agent
P. O. Box 511
El Paso, Texas 79961-0001

Failure to submit insurance certification may result in contract cancellation.



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11. **CONE OF SILENCE:**

The "Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertising. The Cone of Silence prohibits communications with EPWU 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 EPWU 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 Purchasing Agent or Administrative Analyst 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 the EPWU General Counsel and the Purchasing Agent.

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

Bids will be received until **FEBRUARY 15, 2013** Local Time, **11:00 A.M.** and will then be opened and read aloud in the first floor Conference Room of the El Paso Water Utilities Bldg. 1154 Hawkins Blvd. El Paso, Texas. Bids may be mailed to the attention of the Purchasing and Contracts Administration Department, P.O. Box 511, El Paso, Texas 79961 or delivered to the El Paso Water Utilities Bldg. 1154 Hawkins Blvd. El Paso, Texas 79925.



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Note: Faxed bids will not be accepted.

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

CONTRACT SPECIFICATIONS:

Bid Item # 1- Provide an estimated 100,000 units of filled, stacked sand bags, produced on-site, as instructed, at specific contract locations.

Typical gradation of dry sand shall be approximately as follows: 100 % passing 3/8 sieve, 100% passing No. 4 sieve, 35% passing No. 50 sieve and 2% passing No. 200 sieve. The Intent of this specification is for the sand use for sand bags to be a heavy bodied, sandy, impermeable soil. Light, soft sugar sand, gravelly or rocky soil, will not be allowed to be employed under this contract, due to their inherent undesired permeability. The Utility, Stormwater Operations Manager or designated representative will have final approval on acceptance or non-acceptance on quality of contractor provided sand and filled sand bags. Wood pallets will be required to hold 50 filled sand bags and 2000 lbs. without breaking apart. Contractor will be required to clean up all five sand bags locations upon termination of contract.

At time of initial issuance of written Notice to Proceed, contractor will supply an initial 10,000 filled and properly stacked sand bags at each on-site, contract location. As needed, and upon Notice to Proceed and direction by the EPWU Utility Stormwater Operations Manager, contractor will be required to provide additional sand bags at a minimum rate of 2,000 filled sand bags per day, for up to an estimated 100,000 filled sand bags annually. Contractor will be responsible for locating and stacking sand bags in quantity, and at specific, designated on-site contract locations per direction from the EPWU Utility Stormwater Operations Manager, to properly address local flooding emergency situations. Formal notification can be provided at the first sign of need or entirely dependent on atmospheric and climatic forecasts predicting varying signs of precipitation for El Paso County, Texas and neighboring counties prior to the start of the Rainy Season. Typically the Rainy Season begins around mid-June, or so.

The contractor will be required to provide his or her own sand bagging equipment, sand bags, sand, and storage facility. Filled sand bags shall be stored, in a shaded facility, at a minimum. Sand bags shall be stored out of the elements, in order to prevent the deterioration of sand bags due to UV rays. Any sand bags deteriorated, damaged or destroyed by mis-handling by contractor, shall be removed and replaced at the contractors own cost. Contractor will be required to properly stack and clean sites, leaving sites in a proper workman-like, presentable manner. The Utility, Stormwater Operations Manager or designated representative will have final acceptance or non-acceptance on quality of contractor provided sand, sand bags, filled sand bags and storage facility. Sand bags will be delivered within 24 hours of written Notice to Proceed.

NO EPWU PERSONNEL, EPWU EQUIPMENT, RENTAL OF EPWU EQUIPMENT, EPWU LABOR, EPWU BURDEN OR EPWU INSTRUCTION FOR SAND BAG PRODUCTION WILL BE PROVIDED OR ALLOWED, OFFERED OR SOLICITED FOR THE DURATION OF THIS CONTRACT TO INCLUDE ANY EXTENSION AGREED TO BY BOTH PARTIES.

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 Utilities, P.O. Box 511, El Paso, Texas 79961 or delivered to the Purchasing and Contracts Administration Department, El Paso Water Utilities 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 the Utility 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, the El Paso Water Utilities 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. The El Paso Water Utilities Public Service Board 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 the El Paso Water Utilities.
7. The Bid Submittal shall remain subject to acceptance for forty-five 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 his 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 the El Paso Water Utilities. If deemed to be in the best interest of the El Paso Water Utilities, 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 the El Paso Water Utilities.

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 this state.

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 this state.

11. A Bidder may withdraw his 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. The successful bidder will be required to obtain and maintain comprehensive general liability insurance in an amount not less than \$500,000 per occurrence. **The City of El Paso and the El Paso Water Utilities Public Service Board shall be included as additional insureds on all policies of comprehensive general liability insurance.** Each policy shall contain a clause which **requires** the insured to give the Public Service Board **at least 30 days written notice of cancellation** of said insurance or of a material change in same. Prior to the effective date of cancellation, the Bidder shall obtain replacement insurance which meets these specifications. A copy of the Bidder's Certificate of Insurance or other satisfactory evidence of insurance coverage shall be submitted to the Purchasing Agent **within 15 days after receipt of a written Notice of Award.** **UPON FAILURE OF THE SUCCESSFUL BIDDER TO FURNISH SATISFACTORY EVIDENCE OF INSURANCE COVERAGE WITHIN 15 DAYS AFTER RECEIPT OF A WRITTEN NOTICE OF THE BID AWARD, THE NOTICE OF AWARD SHALL BE NULL AND VOID.** THE BID SECURITY (PROVIDED IN ACCORDANCE WITH INSTRUCTION 14) SHALL BE FORFEITED AND THE EL PASO WATER UTILITIES SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE BIDDER OR ASK FOR NEW BIDS.
14. Each bid MUST be accompanied by Bid Security made payable to the El Paso Water Utilities Public Service Board 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 of all bidders will be retained by the El Paso Water Utilities 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 the El Paso Water Utilities 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.** The El Paso Water Utilities 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 the El Paso Water Utilities 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 the El Paso Water Utilities 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 the El Paso Water Utilities Public Service Board. 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 UTILITIES P.S.B - PURCHASING DEPARTMENT
VENDOR INFORMATION FORM

This form must be accompanied by an IRS W-9 Form

Vendor Add Update Inactivate Contractual Employee City of El Paso Employee

Send form back To: Mary Portillo - (Purchasing Telephone #: 915-594-5628) (Dept. Fax #: 915-594-5689) or email meportillo@epwu.org

VENDOR SALES ADDRESS: If same as W-9 check here if not please use separate sheet to indicate different pay to, or invoice to, or issue P.O. to address other wise order, P.O, or payable issued to address below.

Company Name: Street: City: State Zip Code Contact Name & Title: Telephone # Fax # E-Mail Address: Web address:

VENDOR PROFILE QUESTIONNAIRE:

- (Yes) (No) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
(Yes) (No) Minority-owned business (At least 51% owned and controlled by one or more citizens or lawful permanent residents of the Unites States who are either African American, Hispanic American, Asian American, or Native American.)
(Yes) (No) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
(Yes) (No) Historically Underutilized Business (HUB) if your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.
(Yes) (No) Disadvantage Business Enterprise -if your company is certified please send us a photo copy. We must have an updated copy of the certificate on file.

*EPWU employees only (IRS withholding not required for the following items) Pension Refund Mileage Reimbursement Settlement Travel Request Tuition Reimbursement.

*Contractual Employees or Vendors

- Based on W-9, Individual/Sole Proprietor or partnerships are marked as withholding. Corporation is not marked as withholding. *INFORMATION ON HOW TO COMPLETE THE W9 FORM PLEASE GO TO http://www.IRS.gov
Vendors for Rent, Medical Services, and Attorney fees are always marked as withholding, even if they are a corporation.

IRS-Withholding required information - Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned)

- Wages (Withholding / Default Class 7) Juror (No Withholding / No Default Class)
Goods (No Withholding / No Default Class) Services (Withholding / Default Class 7)
Settlement / Attorney Proceeds (Withholding / Default Class 14) Rental Property (Withholding / Default Class 1)
Medical & Healthcare (Withholding / Default Class 6) Stipend (No Withholding / No Default Class)
Garnishment Vendor (No Withholding/No Default Class) Corporation (No Withholding/No Default Class)

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
see specific instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such businesses. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,