

EL PASO WATER UTILITIES

Formal Bid Solicitation Check List

ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID

Bid # 57-15

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

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

Request for clarification(s) / Questions due October 2, 2015 by 5:00 P.M.

_____ See www.epwu.org for any addendums? **(Failure to sign addenda and include with bid proposal may deem the bidder's submission non-responsive.)**

_____ Did you complete the Excel Worksheet with all HIGHLIGHTED costs and blank spaces filled out and submit it on a CD along with the sealed bid proposal? The Excel worksheet is found with the bid announcement located at www.epwu.org **(Failure to include the Excel Worksheet and submit it on a CD may deem the bidder's submission non-responsive)**
PLEASE LEGIBLY LABEL CD WITH COMPANY NAME.

_____ **Deliver** your bid to the El Paso Water Utilities Purchasing Department 1ST FLOOR, 1154 Hawkins Blvd, El Paso, Texas or if delivered by expedited parcel or mailed, NO LATER THAN **10:45 A.M. BID OPENING BEGINS AT 11:00 A.M. OCTOBER 13, 2015 in the 4th floor PSB Board Room.** *If bid is sent expedited parcel or mail – DO NOT SEND TO P.O. BOX. MARK PACKAGE "BID 57-15 ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID, 1154 HAWKINS BLVD, EL PASO, TEXAS 79925, 1ST FLOOR PURCHASING AND CONTRACTS ADMINISTRATION."

_____ Did you sign the Bid Proposal and provide (1) ORIGINAL signed bid proposal, one (1) COPY of the bid proposal. All documentation to be signed in black or blue ink.

_____ Is your bid in a sealed envelope marked with the bid number and name? *If bid is sent expedited parcel or mail – **DO NOT SEND TO P.O. BOX.** MARK PACKAGE " BID 57-15 ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID", 1154 HAWKINS BLVD, EL PASO, TEXAS 79925, 1ST FLOOR PURCHASING AND CONTRACTS ADMINISTRATION.



BID PROPOSAL TO THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD

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

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

SUBJECT: ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID

BID NUMBER: 57-15

TO BE OPENED: 11:00 A.M. LOCAL TIME (OCTOBER 13, 2015) Page 1 of 28

FIRM: _____

MAILING ADDRESS: _____ SIGNATURE: _____

STREET ADDRESS: _____ PRINTED NAME: _____

CITY/STATE/ZIP: _____ TITLE: _____

PHONE NUMBER: _____ FAX: _____

E-MAIL: _____ DATE: _____

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

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

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to cpellicano@epwu.org or sent via fax to Christopher Pellicano at (915) 594-5689. Requests need to be submitted by OCTOBER 2, 2015 BY 5:00 P.M. 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** for the following:

ITEM NUMBERS :

#14 BID SECURITY (NOT REQUIRED) AND

#15 PAYMENT AND PERFORMANCE BOND (NOT REQUIRED)

NOTE: Bidders are to complete the attached check list and Excel form spreadsheet found with this Bid announcement located at www.epwu.org. Bidder must provide a saved read only CD formatted copy 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" for items 1 thru 63 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 Utility reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period.

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

1.0 GENERAL

1.1 PURPOSE.

The El Paso Water Utilities, hereinafter called EPWU, seeks bids from qualified contractors for a twelve month service agreement with 2 – twelve month extension options at the sole discretion of EPWU, to inspect, maintain and repair 63 generators and engines, both natural gas and diesel. It is EPWU's intent to award a single contract for the services described in this specification.

1.2 LOCATION.

The services described herein are for use by various EPWU divisions. Services shall be delivered to or performed at the locations specified on the bid sheet and as listed on the specifications.

2.0 SCOPE OF SERVICES

2.1 This specification established the minimum requirements for the contracting of emergency back-up generator and engine maintenance services.

2.2 Contractor shall provide all labor, materials, supplies, consumables, tools and others, necessary for the acceptable execution of the services specified in this specification.

2.3 The services for each engine or generator shall be coordinated with the designated EPWU representative identified in this specification.

2.4 Contractor shall be solely responsible for the safe disposal of all waste fluids and spent consumables.

2.5 Upon request from an authorized EPWU representative, the Contractor shall provide documentation certifying the proper waste disposal in compliance with applicable state and federal regulations.

- 2.6 Contractor shall be able to demonstrate prior to award of maintenance contract that it has an El Paso-based maintenance facility with sufficient personnel (to include certified and trained technicians for all work in this specification), tools (including Digital Diagnostic Tools, DDT), equipment, spare parts and consumables to perform the work specified in this contract. The term "certified and trained technicians" shall be understood as that work that when performed on an engine or generator under manufacturer's warranty, shall not void this warranty. Sub-contracting or sub-leasing maintenance facilities and maintenance equipment shall disqualify any bidder for this bid.
- 2.7 The Contractor shall maintain a master set of maintenance records for the units listed in this contract and shall be solely responsible for maintaining the records current and up to date. Upon termination of this maintenance contract, the Contractor shall turn over to EPWU this master set of records.
- 2.8 To each invoice that the Contractor submits for work under this contract, Contractor shall attach a report of all work performed and listed in the invoice. Failure to do this will cause the invoice to be rejected.
- 2.9 In the event that a new unit is still under a manufacturer's warranty, contractor shall abide by the manufacturer's warranty specifications to ensure continuance of warranty. (i.e. service, parts, accessories, consumables, etc. must be in compliance with manufacturer's warranty requirements)

3.0 SERVICE LEVELS

The following services are to comply with the recommended maintenance practices from manufacturers of generators under this bid.

- 3.1 **PM 1** (To be performed once a month). Actual scheduling of PM 1 for each unit shall be coordinated with the responsible Section Superintendent so PM 1 work gets done prior to the high season for that unit.

General: Perform visual inspection and reporting of overall condition of unit, including detection of foreign objects, loose or broken fittings, guards, and components. Correct any problems encountered. Some of the activities are to be performed during the unit operation portion.

3.1.1 Cooling System:

3.1.1.1 Radiator/Heat Exchanger: detailed visual inspection for leaks, damage and debris. Verify louvers operate correctly.

3.1.1.2 Coolant: Visual inspection for correct level and condition of coolant (free of rust, oil and contaminants). Check coolant concentration and temperature protection using a test strip. Check filler cap gasket and sealing surfaces.

3.1.1.3 Hoses and Connections: Visual inspection of all hoses for wear and deterioration. Check tightness of connections.

3.1.1.4 Fan Drive Pulley and Fan: Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.

3.1.1.5 Fan Belts: Inspect for wear or deterioration. Check tension and adjust as necessary.

3.1.1.6 Jacket Water Heater: Inspect for proper operation. Check thermostat settings for proper coolant temperature.

3.1.1.7 Water Pump: Visual and operational inspection for leaks or unusual noises.

3.1.1.8 Check temperature and pressure while the unit is in operation and under normal load.

3.1.2 Fuel System (where applicable for diesel fuel. Perform equivalent inspection or work for gas fuel)

3.1.2.1 Fuel Tank: Visually inspect fuel tank for leaks, damage and fuel level. Test day-tank pump for proper operation. Inspect fuel condition for contaminants.

3.1.2.2 Water Trap/Separator: Drain water from fuel tank or water separator.

3.1.2.3 Fuel/Gas Lines and Connections: Inspect for leaks and tight connections. Check integrity of line support brackets.

3.1.2.4 Governor/Carburetor and Controls: Inspect governor oil level. Inspect controls and linkages for proper operation. Add oil and lubricate as needed.

3.1.2.5 Fuel Filters: inspect for damage, leaks and proper operation. Applies to primary and secondary filters.

3.1.2.6 Fuel Pressure. Operational check of gage for correct pressure.

3.1.3 Air Intake and Exhaust Systems

3.1.3.1 Air Filter Service Indicator: Note reading. Inspect for proper operation. Reset indicator.

3.1.3.2 Air Filter: Inspect. Clean or replace filter and housing as necessary.

3.1.3.3 Air Inlet System: Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Clean air filter housing if air filter is cleaned or replaced. Check housing seals and gaskets. Replace if damaged.

3.1.3.4 Turbocharger; inspect for oil or exhaust leaks. Check for unusual noises and proper operation during operational test.

3.1.4 Lube Oil System

3.1.4.1 Oil Level: Inspect for correct oil level and verify it is free of contamination. Visually inspect unit for leaks.

3.1.4.2 Oil Pressure: Operational check of gage for correct pressure. Operational and visual inspection of pre-lube pump.

3.1.4.3 Crankcase Breather: Inspect for proper operation. Check connections are tight and inspect hose for deterioration or damage. Note excessive blow-by.

3.1.5 Starting System

3.1.5.1 Batteries: Inspect for damage or leaks, loose or corroded terminals. Clean and tighten all battery cable connections.

3.1.5.2 Battery Specific Gravity: Check electrolyte level and specific gravity.

3.1.5.3 Battery Charger: Inspect for proper operation, correct charging settings, loose terminals and deteriorated insulation.

3.1.5.4 Starting Motor: Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.

3.1.5.5 Alternator: Inspect for proper operation, loose connections and mounting hardware. Inspect belts for wear, pulleys and voltage output.

3.1.6 Engine Monitors and Safety Controls

3.1.6.1 Safety Controls: Inspect for proper operation, loose connections and wiring deterioration. Check all safety controls for proper operation.

3.1.6.2 Remote Annunciation and Alarms: Inspect and test all panel and system alarms for proper operation.

3.1.7 Control Panel

3.1.7.1 Start Control – Manual/Auto: Operational check for proper operation. Check automatic start.

3.1.7.2 Voltmeter: Operational check for correct reading. Use calibrated test instrument to check correct reading and adjust as needed. Check voltage level, voltage gain and voltage drop adjustment.

3.1.7.3 Ammeter: Operational check for correct reading, if load is available.

3.1.7.4 Frequency Meter: Operational check for correct reading. Load and no-load readings if possible.

3.1.8 Engine or Generator Hour Meter

3.1.8.1 Log hours on generator hour meter after each inspection.

3.1.9 Operational Test

3.1.9.1 Start and run engine or generator for a minimum of 30 minutes or as long as needed to perform operational tests listed above. Record output voltage and frequency.

3.2 **PM 2** (To be performed once a year. Includes all PM 1 activities plus those listed below).

3.2.1 Fuel System

3.2.1.1 Fuel Filter: Replace. Inspect for proper sealing and operation.

3.2.2 Lube Oil System

3.2.2.1 Oil and Filter: change. Inspect all gaskets and seals.

3.2.2.2 Scheduled Oil Sample: Obtain oil sample for analysis. Submit to independent lab for analysis (metal content, oil breakdown) and submit report on findings and recommendations.

3.2.2.3 Crankcase Breather: Inspect and clean.

3.2.3 Air Intake and Exhaust System

3.2.3.1 Turbocharger: Inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

3.2.3.2 Air Filter: Clean housing and replace filter.

3.2.3.3 Magnetic Pickup Sensors: Inspect and clean.

3.2.3.4 Oxygen Sensors: Inspect and calibrate.

3.2.3.5 Perform emissions testing and calibration as necessary to provide proper emissions certification.

3.2.4 Engine Monitors and Safety Controls

3.2.4.1 Gauge Accuracy: Check oil pressure, water temperature and alternator gauges for accuracy. Replace if necessary.

3.2.4.2 Sending Unit Switches: Check water temperature and oil pressure units.

3.2.5 Generator

3.2.5.1 Generator rear Bearing: lubricate.

3.2.5.2 Vibration Isolators: Check for proper adjustment and condition.

3.2.6 Control Panel

3.2.6.1 Circuit Breakers: Inspect for free movement and tight connections.

3.2.7 Gas Engines

3.2.7.1 Spark Plugs: Clean and gap.

3.2.7.2 Carburetor: Check operation, air/fuel ratio, and differential pressure. Adjust if necessary. Lubricate linkage.

3.2.7.3 Ignition System: Check for proper operation. Tune engine as necessary.

3.2.8 Generator Controls

3.2.8.1 With generator running, check with calibrated test equipment the generator output for proper voltage and frequency. Verify generator controls are operating under normal conditions and that the displayed parameters are within manufacturer's accuracy.

3.2.8.2 Check and inspect backup battery in automatic transfer switch (ATS) to ensure operation under normal conditions. Visually inspect wiring in generator control panel and ATS. Re-torque any loose connections.

3.2.9 Generator Power Terminals. Inspect and re-torque the power terminals at the generator, Main Generator Circuit Breaker (if included), and ATS (if included).

3.2.10 Overall Unit Performance. Contractor shall make use of the work performed under PM 2 service to assess the overall operating condition of the unit, including but not limited to mechanical, electrical, electronic and control systems.

3.2.11 The Contractor will report to Owner any and all conditions that in its opinion warrant further evaluation, testing or repair.

3.3 **PM 3** (Includes all PM 1 and 2 activities, plus those listed below. Performed every 3 years).
NOTE: Owner's Representative may request a PM 3 maintenance on any unit prior to the third contract year. Contractor shall coordinate with Owner's representative the details of when and how to perform the load test listed below so that the load test will not interrupt regular utility operations.

3.3.1 Cooling System

3.3.1.1 Coolant: Drain, flush and replace coolant.

3.3.1.2 Thermostat/Radiator Cap: Replace and check for proper seal.

3.3.1.3 Fan Belts: Replace and adjust tension.

3.3.1.4 Hoses: Replace all cooling system hoses.

3.3.2 Starting System

3.3.2.1 Batteries: Replace lead-acid only.

3.3.2.2 Alternator Belt: Replace and adjust tension.

3.3.3 Air Intake and Exhaust System

3.3.3.1 Air Filter: Clean housing and replace filter.

3.3.3.2 Adjust Valves.

3.3.3.3 Clean and check after cooler system.

3.3.4 Miscellaneous

3.3.4.1 As a minimum Contractor shall inspect for acceptable condition and proper operation of all steel and rubber hoses, battery charger, battery cables, dresser couplings and other components not specifically listed above. Contractor shall contact the EPWU designated representative with a list of components that are recommended to be replaced, and the reasons for replacement. If the EPWU representative agrees, the replacement cost will be paid for by using the allowance, under unit bid item #65 (i.e. don't include cost of these replacement parts in this maintenance contract).

3.4 EMISSIONS RELATED MAINTENANCE

3.4.1 The following work applies only to unit items 34 and 35, under Section 640 (see Section 11, List of Emergency Backup Generators, Table 1)

3.4.1.1 Replace Oxygen Sensor at initial start of contract and every 7000 run time hours thereafter. Within seven days of replacement, measure and record NOx and CO emissions using portable analyzer and document the engine is properly operating. Send report to Paul Rivas.

3.4.1.2 Oxygen Sensor Calibration. At least every 1500 run time hours. Within seven days of calibration, measure and record NOx and CO emissions using portable analyzer and document the engine is properly operating within permit-allowed emission levels. Send report to Paul Rivas. Contact Paul Rivas at (915)594-5772 or via email at prrivas@EPWU.org for details on emission information.

3.4.1.3 For each work under Section 3.4 above, EPWU reserves the right for its designated representative to negotiate the final cost of each work, based on applicable conditions to the required work, EPWU's understanding of the work required, and final scope of work accepted by the EPWU designated representative.

3.5 MAJOR REPAIRS

3.5.1 A major repair is regarded as work not covered by the different service levels listed above. A major repair request may be initiated by the responsible Section Superintendent, or recommended by the Contractor as a result of one of the PM levels listed above. The allowance, under unit bid item #65, will cover the cost performed, under this Major Repair Section.

3.5.2 When the Owner's Representative makes a major repair request, the Contractor shall prepare and submit a proposal for the work required, including a breakdown of labor hours, parts, third party services (if required) and miscellaneous services. The proposed work shall be in compliance with manufacturer's written recommendations, including spare parts, technical specifications and required labor qualifications. The labor hourly rates shall be in compliance with the rates listed in the bid proposal and in accordance with allowable clauses.

- 3.5.3 For each work under Section 3.5 above, EPWU reserves the right for its designated representative to negotiate the final cost of each work, based on applicable conditions to the required work, EPWU's understanding of the work required, and final scope of work accepted by the EPWU designated representative.

4.0 MATERIAL REQUIREMENTS

- 4.1 Parts, lubricants and chemicals associated with maintenance of the engine or emergency generator must meet manufacturer's specifications where applicable. All replacement parts shall be of the same or higher quality than OEM parts and materials.
- 4.2 Prices for replacement parts not specified in Section 4.1 above are subject to the approval of the designated contact person. This applies for repair above \$500.00.
- 4.3 Contractor shall be solely responsible for the safe disposal of all waste generated by the maintenance or repair work performed under this contract, or as a result of same. Waste disposal shall be done by Contractor in full compliance with State and Federal regulations.

5.0 CONTRACTOR REQUIREMENTS

- 5.1 Badging: All contractor and sub-contractor employees performing work on EPWU property shall wear a contractor-issued identification badge with photo.
- 5.2 Contractor shall provide to the designated contact person a written record of findings for each inspection performed for all levels. Report shall include any corrective action taken and/or needed and recommendations for replacement of major components. Replacement of major components shall not be executed without written authorization from the designated Owner's representative or authorized agent under this contract.
- 5.3 Contractor shall protect all equipment, property and premises under his care and shall be responsible for any damage caused by its employees or sub-contractors to EPWU property or any adjacent property, buildings, etc. while performing contract related tasks. Should any damage to EPWU property by the Contractor or its sub-contractors, the Contractor shall immediately report it to the designated EPWU representative and make immediate repair or replacement to the satisfaction of the EPWU representative, at no cost to EPWU. However, EPWU may elect to make repairs or replacement of damage property and deduct cost from monies due or to become due the Contractor.
- 5.4 Contractor shall be solely responsible for posting proper warning signs and/or barriers when and wherever necessary. Contractor shall notify the designated EPWU representative of any scheduled work and of any changes in scheduling.
- 5.5 Contractor shall prepare and submit a work order that must be signed as accepted by the designated EPWU representative. The EPWU representative shall have the option of verbally accepting the work order for remotely located units. A copy of the work order shall be left with or mailed to the designated EPWU representative.
- 5.6 Contractor shall only use technicians trained and qualified to perform the specified work on the units listed, in compliance with factory written procedures.

6.0 SAFETY

- 6.1 The Contractor shall fully comply with all applicable OSHA, NFPA, State and Local rules and regulations while performing the work.
- 6.2 Contractor shall be solely responsible for assuring the safety of his employees and the general public during performance of all services under this contract.

7.0 SCHEDULING

- 7.1 Contractor shall schedule the first year of inspections and maintenance for each location within 10 working days after date of award. Contractor shall send schedule copies to each EPWU designated representative.

8.0 NON-SCHEDULED CALLS

- 8.1 Emergency Calls. Whenever requested by the designated EPWU representative or designated agent, the Contractor shall provide emergency service to repair a malfunctioning engine or generator to operational status. This emergency service shall be available 24 hours a day, 7 days a week from a local facility. The contractor is required to respond to the emergency call within 1-2 hours of first notification by EPWU. Response is understood to mean that Contractor will be at the requested location within the specified time with tools and trained personnel needed to start repair of downed engine or generator. Contractor shall perform complete repair or temporary repair if major parts are unavailable at the time of call.
- 8.2 Non-Emergency Calls. Contractor shall respond to any non-scheduled, non-emergency call made by the designated EPWU representative within 24 hours of first notification. Acceptable response for non-emergency calls can be in the form of scheduling a date for troubleshooting and repair of malfunctioning generator. Actual repair of generator shall be no later than one week from time of first call.

9.0 REPLACEMENT PARTS

- 9.1 Consumables. The Contractor shall store at its local shop or warehouse sufficient quantities of consumables, such as fluids, lubricants and filters.
- 9.2 Spare Parts. All spare parts required by a service level shall be stored in the Contractor's local shop or warehouse prior to the scheduled day of service.
- 9.3 Replacement Parts. The Contractor shall have the ability to promptly order replacement parts to repair a downed engine or generator. This can be accomplished by either storing the most common parts or being able to obtain them from a local distributor. This includes batteries, battery charger of most common sizes, fuel pumps, block heaters, dresser couplings.

10.0 DESIGNATED OWNER REPRESENTATIVES

- 10.1 Unless noted otherwise in the bid form, the following people shall be the designated point of contact for specific generators throughout the EPWU system.
- 10.1.1 Section 420 – Water Production: Aide Zamarron, Water Production Manager, Ph: (915) 594-5787. Contact for all contract-related matters or if unable to reach any designated section point of contacts.
- 10.1.2 Section 420 – Water Production: Victor Guzman, Water Production Superintendent, Ph: (915) 594-5403, or Raymond Garcia, Water Production Assistant Superintendent, Ph: (915) 594-5415
- 10.1.3 Section 430 - Canal WTP: Genaro Mota, Water Plant Superintendent, Ph: (915) 594-5402 or Saul Espinosa, Water Plant Assistant Superintendent, Ph: (915) 594-5432.
- 10.1.4 Section 450 – J. Rogers WTP: Michael Parker, Water Plant Superintendent, Ph: (915) 594-5752, or Norbert Hernandez, Water Plant Assistant Superintendent, Ph: (915) 594-5707.
- 10.1.5 Section 470 – Upper Valley WTP: Ruben Montes, Acting Water Plant Superintendent, Ph: (915) 621-2077, or Ruben Montes, Water Plant Assistant Superintendent, Ph: (915) 238-9882.
- 10.1.6 Section 480 – Kay Bailey Hutchison Desalination Plant: Art Ruiz, Water Plant Superintendent, Ph: (915) 621-2051, or Ray Shay, Water Plant Assistant Superintendent, Ph: (915) 621-2054.
- 10.1.7 Section 620 – WW Lift Stations: Ron Varnell, Lift Station Superintendent Ph: (915) 594-5460) or Jose Trujillo, Maintenance Supervisor (915-594-5462).
- 10.1.8 Section 640 – NW WWTP: Fred Murillo, Wastewater Plant Superintendent, Ph: (915) 594-5791, or Arturo Vega, Wastewater Plant Assistant Superintendent, Ph: (915) 594-5794.
- 10.1.9 Section 650 – Haskell WWTP: Robert Hernandez, Wastewater Plant Superintendent, Ph: (915) 594-5481, or Arturo Hernandez, Wastewater Plant Assistant Superintendent, Ph: (915) 594-5480.
- 10.1.10 Section 670 – R. Bustamante WWTP: Gustavo Ogaz, Wastewater Plant Superintendent, Ph: (915) 594-5703, or Jose Rios, Wastewater Plant Assistant Superintendent, Ph: (915) 594-5701.
- 10.1.11 Section 680 – Fred Hervey Recl. WT P: Vick Pedregon, Reclamation Plant Superintendent, Ph: (915) 594-5721, or Armando Martinez, Wastewater Plant Assistant Superintendent, Ph: (915) 594-5724

11.0 GENERATORS UNDER THIS CONTRACT

Table 1 – List of Emergency Backup Generators

Table 1 – List of Emergency Backup Generators

Item	Description	KW	PM I	PM II	PM III	Point of Contact
1	Cummins engine, Model No. 6CTA8.3-G2, Serial No. 46375358. Location: Festival III, 465 San Clemente	150	X	X	X	Section 420
2	Generac generator, Model No. 4120880100, Serial No. SJ175. Location: Pebble Hills, 277 Joe Battle	175	X	X	X	Section 420
3	Olympian Detroit generator, Model No. 6063MK35, Serial No. 06RO738887, Location: Pinnacle Pump Station, 616 Agave Canyon CT	230	X	X	X	Section 420
4	Caterpillar generator, Model No. 3512, Serial No. Z4Z08871. Location: Americas Reservoir, 1260 Southview	1000	X	X	X	Section 420
5	Cummins Engine, Model No. 325GFEA Serial No. JM08F31165501 Location: Artcraft 2, 1651 Redd Road	325	X	X	X	Section 420
*6	Cummins Diesel Generator, 4160 Volt, 1250 KW, Model No. #DQGAA-A044N946, Serial No. B130461377, Location: Robertson/Umbenhauer Water Treatment Plant Plant 1, 800 Canal Rd.	1250	X	X	X	Section 430
*7	Cummins Diesel Generator, 480 Volt, 2000 KW, Model No. #DQKAB-1321979, Serial No. 130454980, Location: Robertson/Umbenhauer Water Treatment Plant High Lift Station #3, 800 Canal Rd.	2000	X	X	X	Section 430
8	Caterpillar diesel engine, Model No. 3516, Serial No. 5SJ00642, Location: Jonathan Rogers Water Treatment Plant, 10000 Southside	1800	X	X	X	Section 450
9	Caterpillar diesel engine, Model No. 3516, Serial No. 5SJ00641, Location: Jonathan Rogers Water Treatment Plant, 10000 Southside	1800	X	X	X	Section 450

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Item	Description	KW	PM I	PM II	PM III	Point of Contact
10	John Deere diesel engine, Model No., 6059TF001, Serial No. T06059T366803 Location: Jonathan Rogers Water Treatment Plant, 10000 Southside	80	X	X	X	Section 450
11	Cummins diesel generator, Model No. DFHC5710091, Serial No. F050788545. Location: Upper Valley WATER TREATMENT PLANT, 9070 N. Vinton Road, Anthony, TX 79821	900	X	X	X	Section 470
12	Caterpillar diesel generator, Model No. 3412, Serial No. AFR00471. Location: Grouse Lift Station, 10400 Grouse	850	X	X	X	Section 620
13	Cummins diesel engine, Model No. DQHAB-8983887, Serial No. K110277803. Location: Chihuahuita Stormwater Pump Station II, 800 Canal Rd.	400	X	X	X	Section 620
14	Cummins diesel generator, Model No. Model No. NT350, Serial No. RM3252268. Location: Sunland Lift Station, 1063 Sunland Park	250	X	X	X	Section 620
15	Waukesha natural gas generator, Model No. L7042GL, Serial No. 11091 Location: Frontera Lift Station, 4131 Doniphan	1200	X	X	X	Section 620
16	Perkins diesel generator, Model No. AB50498, Serial No. RM3252268. Location: Mesita Lift Station, 400 Althea Park	75	X	X	X	Section 620
17	Caterpillar generator, 30 KW, Model No. 3406, Serial No. 4ZR03565. Location: Phase II Stormwater Station, 4100 Doniphan	30	X	X	X	Section 620
18	Cummins Onan generator, 400 KW, Model No. 400DFEB, Serial No. G960611849. Location: Phase I Stormwater Station, 3495 Doniphan	400	X	X	X	Section 620
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Item	Description	KW	PM I	PM II	PM III	Point of Contact
19	Cummins Onan generator, 400 KW, Model No. 400DFEB, Serial No. C980707566. Location: Chihuahuita Stormwater Station, 400 Calleros	400	X	X	X	Section 620
20	Cummins Onan generator, 1100 KW, Model No. 1100DFLB, Serial No. D980729960 Location: Cebada Stormwater Station, 3100 Delta	1100	X	X	X	Section 620
21	Cummins Onan generator, 900 KW, Model No. 900DFJC, Serial No. D980718408. Location: Clardy Fox Stormwater Station, 5110 Border Highway	900	X	X	X	Section 620
22	Cummins Onan generator, 400 KW, Model No. 400DFEB, Serial No. C980709677. Location: Basin A Stormwater Station, 399 Springfield	400	X	X	X	Section 620
23	Cummins Onan generator, 80 KW, Model No. DGDA-5736085, Serial No. G050807892. Location: Airway Stormwater Station, 1733 Airway Blvd.	80	X	X	X	Section 620
24	Generac generator, 400 KW, Model No. 16601880100, Serial No. 2064162, Le Barron, 834 Stormwater Station Bordeaux (SW)	400	X	X	X	Section 620
25	Cummins natural gas generator, 6 cylinder, Model No. GTA14G2, SN 43200475, Location: Montwood II, 12700 Montwood	500	X	X	X	Section 620
26	Caterpillar engine, Model No. C15, Serial No. FSE01167. Location: 106750 Pico Norte	230	X	X	X	Section 620
27	Cummins 4A4G 450 Generator Set, Model No. 575GFGA, Serial No. LMO 7J217640, Location: Easyway Lift Station, 151 Easyway	575	X	X	X	Section 620
28	Caterpillar Generator, 100 KW, 125 KVA, Model No. #D100-6 Serial No. Cat00C44TD4B02184 Location: Wyoming Stormwater Station, 2000 Wyoming Ave.	100	X	X	X	Section 620
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SUBJECT: ENGINE AND GENERATOR MAINTENANCE SERVICES**BID NUMBER: 57-15****TO BE OPENED: 11:00 A.M.****(OCTOBER 13, 2015)****Page 16 of 28**

Item	Description	KW	PM I	PM II	PM III	Point of Contact
29	Olympian Generator, Model No. G130LG2, Serial No. GXC01103, Location: Dallas Outfall Stormwater Station., 210 N. Dallas	120	X	X	X	Section 620
30	General/Cummins Natural Gas Engines, Model No. #KTA38GC, Serial No. KTA38GC – CM558, Dallas Outfall Stormwater Station, 210 N. Dallas	Unknown	X	X	X	Section 620
31	General/Cummins Natural Gas Engines, Model No. #KTA38GC, Serial No. Unknown, Dallas Outfall Stormwater Station, 210 N. Dallas	Unknown	X	X	X	Section 620
32	Cummins diesel generator, Model No. VT28-GS, Serial No. 37110719. Location: John T. Hickerson Water Reclamation Plant, 701 Executive Ctr. Blvd.	480	X	X	X	Section 640
33	Waukesha natural gas generator, Model No. L7042GL, Serial No. C-1100/1. Location: John T. Hickerson Water Reclamation Plant, 701 Executive Ctr. Blvd.	1100	X	X	X	Section 640
34	Caterpillar natural gas engine, Model No. G3516, Serial No. 4EK00323 #1. Location: John T. Hickerson Water Reclamation Plant, 701 Executive Ctr. Blvd.	520	X	X	X	Section 640
35	Caterpillar natural gas engine, Model No. G3516, Serial No. 4EK00325 #2. Location: John T. Hickerson Water Reclamation Plant, 701 Executive Ctr. Blvd.	520	X	X	X	Section 640
36	Detroit diesel generator, Model No. 8163-7416, Serial No. 16VF10912. Location: Haskell R. Street Wastewater Treatment Plant, 4100 Delta	825	X	X	X	Section 650
37	Caterpillar natural gas generator, Model No. G34412C LE, Serial No. 6ZM 00154. Location: Haskell R. Street Wastewater Treatment Plant, 4100 Delta	250	X	X	X	Section 650
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SUBJECT: ENGINE AND GENERATOR MAINTENANCE SERVICES**BID NUMBER: 57-15****TO BE OPENED: 11:00 A.M.****(OCTOBER 13, 2015)****Page 17 of 28**

Item	Description	KW	PM I	PM II	PM III	Point of Contact
38	White Superior natural gas engine generator, Model No. 16SGTB, Serial No. 315589, Baylor generator, 1500 KW, Model No. G1055RRU-339, Serial No. EL67522-1-B. Location: Roberto R. Bustamante Wastewater Treatment Plant, 10001 Southside Rd.	1500	X	X	X	Section 670
39	White Superior natural gas engine, Serial No. 315599, Baylor gas generator, 1500 KW, Model No. G1055RRU-339, Serial No. EL67522-2-B. Location: Roberto R. Bustamante Wastewater Treatment Plant, 10001 Southside Rd.	1500	X	X	X	Section 670
40	Cummins Diesel Generator Set, Model No. DQFAD-1282029, Serial No. K090064623. Location: Fred Hervey Water Reclamation Treatment Plant, 11700 Railroad Drive	1000	X	X	X	Section 680
*41	Caterpillar Diesel Engine Generator Model No. M141074, Serial No. LC00382 Location: Sierra Crest #1, 46 Sierra Crest	125	X	X	X	Section 420
*42	Caterpillar Diesel Engine Generator Model No. M141075, Serial No. LC00397 Location: Summit Reservoir, 2900 Taylor	125	X	X	X	Section 420
*43	Caterpillar Diesel Engine Generator Model No. M141076, Serial No. NGP0094 Location: Jackson Reservoir, 1821 Robinson	125	X	X	X	Section 420
*44	Caterpillar Diesel Engine Generator Model No. M141077, Serial No. LC00194 Location: Well 310, 150 N. Vinton Rd.	200	X	X	X	Section 420
*45	Caterpillar Diesel Engine Generator Model No. M141078, Serial No. LC600383 Location: Piedmont Reservoir, 3500 Piedmont	125	X	X	X	Section 420
*46	Caterpillar Diesel Engine Generator Model No. M141079, Serial No. NGP0094 Location: Joe Caro, 8901 Echo	300	X	X	X	Section 420

SUBJECT: ENGINE AND GENERATOR MAINTENANCE SERVICES**BID NUMBER: 57-15****TO BE OPENED: 11:00 A.M.****(OCTOBER 13, 2015)****Page 18 of 28**

Item	Description	KW	PM I	PM II	PM III	Point of Contact
*47	Caterpillar Diesel Engine Generator Model No. M141080, Serial No. NGP00198 Location: Mountain Park #1 3029 Devils Tower	200	X	X	X	Section 420
*48	Caterpillar Diesel Engine Generator Model No. M141081, Serial No. NAP00443 Location: Wells 203 / 308, 8199 N. Vinton Rd.	500	X	X	X	Section 420
*49	Caterpillar Diesel Engine Generator Model No. M141082, Serial No. NGP00195 Location: Wells 204 / 311, 8205 N. Vinton Rd.	300	X	X	X	Section 420
*50	Caterpillar Diesel Engine Generator Model No. M141083, Serial No. NGP00188 Location: Well 304, 7902 Bosque Rd.	300	X	X	X	Section 420
*51	Caterpillar Diesel Engine Generator Model No. M141084, Serial No. NAP00439 Location: Wells 202 / 301, 392 Vinton Rd.	450	X	X	X	Section 420
*52	Caterpillar Diesel Engine Generator Model No. M141085, Serial No. NAP00438 Location: Wells 309 / 206, 8240 Luciano	500	X	X	X	Section 420
*53	Caterpillar Diesel Engine Generator Model No. M141086, Serial No. NAP00435 Location: Davis Reservoir, 2229 San Diego.	400	X	X	X	Section 420
*54	Caterpillar Diesel Engine Generator Model No. M141086, Serial No. NAP00435 Location: Redd Road Reservoir, 1112 Imperial Ridge	500	X	X	X	Section 420
*55	Caterpillar Diesel Engine Generator Model No. M141088, Serial No. NAW00232 Location: Sunset Reservoir, 1500 N. El Paso, not yet installed	600	X	X	X	Section 420
*56	Caterpillar Diesel Engine Generator Model No. M141089, Serial No. NAP00442 Location: Coronado #1, 279 Fountain	350	X	X	X	Section 420
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SUBJECT: ENGINE AND GENERATOR MAINTENANCE SERVICES**BID NUMBER: 57-15****TO BE OPENED: 11:00 A.M.****(OCTOBER 13, 2015)****Page 19 of 28**

Item	Description	KW	PM I	PM II	PM III	Point of Contact
*57	Caterpillar Diesel Engine Generator Model No. M141090, Serial No. NAP00441 Location: Coronado #2, 884 Thunderbird	400	X	X	X	Section 420
*58	Caterpillar Diesel Engine Generator Model No. M141093, Serial No. NGP00189 Location: Coronado #3, 1114 Thunderbird	300	X	X	X	Section 420
*59	Caterpillar Diesel Engine Generator Model No. M141092, Serial No. NAP00440 Location: Festival #2, 5510 N. Stanton St.	350	X	X	X	Section 420
60	Caterpillar Diesel Engine Generator Model No. MSR4, Serial No. CER00414 Location: Unit 307 – Central (Portable Unit), 220 N. Lee St.	500	X	X	X	Section 420
61	Diesel Engine with Katolight Model No. D500FRX4, Serial No. XL3851866-B38871, Location: Unit 237 – Dallas Yard (Portable Unit), 210 N. Dallas St.	500	X	X	X	Section 420
62	Cummins Onan Model No. DQDAA-1325336 F Serial No. D130489065, Location: Vista del Sol, 1701 Bob Hope Dr.	352	X	X	X	Section 420
63	Cummins Generator Model No. GTA50 CC Serial No. 25382853, Location: Montana North, 13315 Jonathan Elias Ct.	Unknown	X	X	X	Section 420

*Items 6-7 and 41-59, are under a manufacture and installation warranty. If during a PM I anything is damaged or engine is malfunctioning the Section Superintended shall be notified immediately. Approval from the Section Superintended is required before proceeding with any PM II or PM III.

12.0 MEASUREMENT AND PAYMENT

- 12.1 Bid Item 1-63; Preventive Maintenance I, II, III. Payment shall be for the services provided for the individual generator preventive maintenance performed as stated on the specifications for the PM services once per month, once per year or once every 3 years.
- 12.2 Bid item #64 will calculate a total value for bid items 1-63, PM III, This total will be used in case this contract extends into a 3rd year.
- 12.3 Bid Item 65; Allowance. Payment under this item will be based on negotiations so payment may be for each, hourly or lump sum, but the total amount shall not exceed \$150,000.00 in any given year. The allowance will be used to pay for miscellaneous parts per section 3.3.5, major repairs as stated on section 3.5, new emergency backup generators that may be added to the system during the interim of the 1 year term of the contract or any of the extension periods of the contract and any other unforeseen services. EPWU reserves the right for its designated representative to negotiate the final cost of each work based on applicable conditions to the required work. This allowance is not a guaranteed amount to the contractor. EPWU reserves the right to use this allowance in part or in full during any given year. If the allowance is not spent, no money will be owed to the contractor under this line item.

13.0 BIDDER MUST MEET THE FOLLOWING MINIMUM PROJECT SPECIFIC CRITERIA IN ORDER TO QUALIFY FOR AWARD OF THE BID:

- 13.1 Bidder or Key Personnel (Key Personnel maybe defined as but not limited to, Project Manager, Mechanics, Electrical Technicians and Control Technicians) must demonstrate at least three (3) contracts completed by your company within the past five (5) years that include the maintenance of thirty (30) or more Engines and or Generators Maintenance Services contract where.
- 13.2 Bidder must demonstrate that the company has enough staff to support this contract and provide a response time within two hours (2) hours during emergency situations.
- 13.3 Bidder must demonstrate that the company has local facilities within a range of fifty (50) miles from EPWU service area that will allow for storage of spare parts, coolants and oils, as stipulated in the contract.
- 13.4 Bidder must demonstrate that the company has facilities adequate in size and equipment necessary that will allow for the bidder to perform major engine repairs.
- 13.5 Bidder and Key Personnel (Key Personnel maybe defined as but not limited to, Project Manager, Mechanics, Electrical Technicians and Control Technicians) must demonstrate at least three (3) complete overhauls have been performed within the past five (5) on Engines and or Generators Maintenance Services contract where.

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.

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 **ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID**, 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?

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.

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 **ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID** 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 **ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID** within the delivery time specified above, the Utility reserves the right to obtain **ENGINE AND GENERATOR MAINTENANCE SERVICES RE-BID** from any available source and bill the successful supplier for any additional cost over the bid amount.

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.

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.

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.

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.

9. CONTRACT ADMINISTRATION:

Administration of this Contract, on behalf of the El Paso Water Utilities, is the responsibility of Christopher Pellicano, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Christopher 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 Pellicano, 1154 Hawkins Blvd. El Paso, TX 79925. Please refer to Bid Number or Contract Number in all correspondence.

10. 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.

See below table for GLI Requirements

INSURANCE REQUIREMENTS				
LIMITS OF COVERAGE FOR ALL GOODS AND SERVICES	AUTOMOBILE {Combined Single Limit} Per Accident	COMMERCIAL GENERAL LIABILITY {Combined Single Limit} <u>Per Project</u>	WORKERS' COMPENSATION {Employers' Liability} Per Accident Per Employee Per Disease	UMBRELLA {Combined Single Limit}
CONTRACT PRICE LESS THAN \$100,000: Occurrence General Aggregate Products/Completed Operations Aggregate	\$300,000	\$ 500,000 \$ 500,000 \$1,000,000	\$ 500,000 \$ 500,000 \$ 500,000	Not applicable
CONTRACT PRICE EQUAL TO \$100,000 OR GREATER AND LESS THAN \$500,000: Occurrence General Aggregate Products/Completed Operations Aggregate	\$500,000	\$ 500,000 \$1,000,000 \$1,000,000	\$ 500,000 \$ 500,000 \$ 500,000	Not applicable
CONTRACT PRICE EQUAL TO OR GREATER THAN \$500,000 AND UP TO AND INCLUDING \$10,000,000: Occurrence General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000
CONTRACT PRICE GREATER THAN \$10,000,000: Occurrence General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$5,000,000 \$5,000,000

With respect to the above required insurance, the El Paso Water Utilities and its officers and employees shall be named as additional insureds 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.

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: Rose M. Guevara – Senior Purchasing Agent
1154 Hawkins Blvd.
El Paso, Texas 79925

Failure to submit insurance certification may result in contract cancellation.

Exception for insurance requirements:

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

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

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 Senior 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 Senior Purchasing Agent.

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

Bids will be received until **OCTOBER 13, 2015. Please ensure your bid arrives by 10:45 A.M.** Bids will be opened at **11:00 A.M.** Local Time, and read aloud in the 4th floor Conference Board Room of the El Paso Water Utilities Bldg. 1154 Hawkins Blvd. El Paso, Texas. Bids may be sent via expedited mail or U.S. Mail or delivered to the attention of the Purchasing and Contracts Administration Department, 1154 Hawkins Blvd. El Paso, TX 79925

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

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

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 sixty 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 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 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 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 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. 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.