

**EL PASO WATER (EPWater)**

1154 Hawkins Blvd, El Paso, Texas 79925, 1<sup>st</sup> Floor Purchasing and Contracts  
Solicitation Check List

**Water, Wastewater and Reclaimed Water System Directed Maintenance and Leak  
Detection Services  
Bid # 21-23**

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THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

**Before turning in your proposal, did you do the following?**

- \_\_\_\_\_ Did you check our website [www.epwater.org](http://www.epwater.org) for any addendum?  
**(Failure to sign addendum and include with proposal may deem the bidder's submission non-responsive.)**
- \_\_\_\_\_ Did you complete the Conflict-of-Interest Questionnaire?
- \_\_\_\_\_ Did you complete the Statement of Residency?
- \_\_\_\_\_ Did you complete the Statement of Nondivestment from Israel?
- \_\_\_\_\_ Did you REVIEW the process associated with the Texas Ethics Commission form 1295?  
**(Form is required and must be completed by the awardee on the Friday before Public Service Board Meeting)**
- \_\_\_\_\_ Did you provide one (1) hard copy proposal signed in blue ink?
- \_\_\_\_\_ Did you electronically save your signed proposal as a PDF in a USB drive?
- \_\_\_\_\_ Did you complete the Excel Bid Form Worksheet with all HIGHLIGHTED costs and blank spaces filled out?
- \_\_\_\_\_ Did you save the EXCEL Bid Form Worksheet as **Excel format** in the USB Drive?  
**(Failure to include the Excel Bid Form Worksheet as Excel format in USB Drive may deem the bidder's submission non-responsive).**  
The Excel Bid Form worksheet is found with the solicitation announcement located at [www.epwater.org](http://www.epwater.org)  
**Please Label USB Drive with Bid number and Company name.**
- \_\_\_\_\_ Is your bid in a sealed envelope marked with the **Bid Number** and **Company name**?  
Deliver your Proposal to the El Paso Water Utilities Purchasing Department  
by **10:30 A.M. March 14, 2023, MOUNTAIN TIME**

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# SOLICITATION FOR EPWater

1154 HAWKINS BLVD., EL PASO, TX 79925  
Phone: (915) 594-5628 Fax: (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.

**SUBJECT:** Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services

**BID NUMBER:** 21-23

**BID DEADLINE:** 10:30 A.M. MOUNTAIN TIME, March 14, 2023

**TO BE OPENED:** 11:00 A.M. MOUNTAIN TIME, March 14, 2023

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PRINT LEGIBLY

<b>FIRM:</b>	_____		
<b>MAILING ADDRESS:</b>	_____	<b>SIGNATURE:</b>	_____
<b>STREET ADDRESS:</b>	_____	<b>PRINTED NAME:</b>	_____
<b>CITY/STATE/ZIP:</b>	_____	<b>TITLE:</b>	_____
<b>PHONE NUMBER:</b>	_____	<b>FAX:</b>	_____
<b>E-MAIL:</b>	_____	<b>DATE:</b>	_____

## PART 1 – PROJECT INFORMATION

### 1.1 PROPOSAL OVERVIEW

Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services: This service is to detect leaks within our infrastructure.

### 1.2 PROPOSAL SUBMITTAL

Bid Proposal shall bear an original signature, in blue 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 ONE (1) signed hard copy of the bid proposal signed in blue ink in a sealed envelope with the following information:

Attn: Jesus Hernandez Jr  
 “BID ENCLOSED”  
 Bid No. 21-23 Water, Wastewater, and Reclaimed Water System Directed  
 Maintenance and Leak Detection Services  
 EL Paso Water Utilities  
 Purchasing & Contracts Administration  
 1154 Hawkins Blvd.  
 El Paso, Texas 79925

**Place a tab on the Excel Bid Form** for quick identification during the bid opening.

Note: Faxed and/or Email bids WILL NOT be accepted

All items noted on “PART 6 – INSTRUCTIONS TO BIDDERS” will apply to this solicitation unless otherwise stated within the solicitation.

The following **DO NOT APPLY** to this solicitation:

- Item(s) # 14 – Bid Security and
- # 15 – Payment and/or Performance Bonds

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### 1.3 PROPOSAL FORMAT

Bidders are also to complete the following:

1. **CHECK LIST** – First page of this solicitation.
2. **EXCEL BID FORM** found with this Bid announcement located at [www.epwater.org](http://www.epwater.org)

In the Unit Cost column of the Excel Bid Form, a dollar amount must be included for each bid line item.

**DO NOT ENTER FORMULAS in the Excel Bid form to calculate your price.**

### 1.4 USB DRIVE

Bidders must provide a read-only USB Drive with the following documents saved in the USB drive:

1. Completed Excel Bid Form (not PDF version)
2. PDF electronic Version of the complete and signed bid proposal.
3. USB Drive must be labeled with the bid number and company name.
4. In the event that the printed Excel Bid Form does not match the USB information, the USB version will take precedence.
5. Failure to comply with Items 1 through 4 may deem the bidder's submission non-responsive.

This bid will be awarded to the bidder with the lowest, responsive, responsible "Total Bid" for items, **1** thru **14** as noted on the Excel Bid Form.

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

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**1.5 SCHEDULE OF EVENTS**

EVENTS	DATE AND/OR TIME
Solicitation Advertised	February 21, 2023, and February 28, 2023
Pre-Bid Meeting (Recommended to attend)	March 1, 2023 @ 9:30 AM Mountain Time (MT)  Link for Pre-Bid Meeting is provided in our website at <a href="http://www.epwater.org">www.epwater.org</a>
Questions Deadline	March 8, 2023 @ 5:00PM MT
Answers Posted	March 10, 2023 @ 5:00PM MT
Bid Deadline	March 14, 2023 @ 10:30AM MT
Bid Opening	March 14, 2023  Link for Bid Opening Meeting is provided in our website at <a href="http://www.epwater.org">www.epwater.org</a>

**1.6 REQUESTS FOR CLARIFICATION**

Any requests for clarifications and/or changes to this solicitation shall be made in writing via email to Jesus Hernandez Jr:

EMAIL: [Purchasing.Info@epwater.org](mailto:Purchasing.Info@epwater.org)  
 SUBJECT: Bid No. 21-23 Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services  
 TO: Jesus Hernandez Jr

Requests submitted after the deadline will not elicit a response.

**1.7 BID OPENINGS**

Bid openings will be live streamed. Check scheduling information on the solicitation page at [www.epwater.org](http://www.epwater.org).

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## **1.8 SPECIFICATIONS**

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

### **Line item 1: Leak Detection Services**

#### **CREW REQUIREMENTS**

Bidders shall provide two (2) crews. Each with their own vehicle, consisting of the following:

1. A one-man crew (Patroller) with a vehicle to patrol the leak detection loggers on a full-time basis. Bidder must provide suitable documentation demonstrating a minimum of two (2) years of experience patrolling a leak detection logger system with a minimum of 500 leak detection loggers.
2. A two-man crew (Leak Pinpointing Crew) with a vehicle to pinpoint leaks identified by the Patroller on a full-time basis. The Leak Pinpointing Crew will also perform special leak detection tasks when requested by designated EPWater staff. Bidder must provide suitable documentation demonstrating a minimum of five (5) years combined experience pinpointing leaks using a leak correlator and leak detection microphone for a municipality with a minimum of 1,000 miles of water mains, of which at least 25% are non-metallic mains.
3. Bidders must submit the names, proposed functions, and resumes of the three crew employees that will be providing the leak detection services under this proposal as required verifying the experience requirements of this proposal.
4. Bidder must provide suitable documentation demonstrating that the company has local facilities within a range of 50 miles from the EPWater service area that will allow for sufficient response time. If any crew member desires to take work leave of any kind, the bidder must submit the name and qualifications of the employee that will take duties over the absence. The replacement crew member shall be approved in advance by EPWater.

#### **EQUIPMENT**

Bidder shall furnish the two crews with vehicles and equipment suitable for the job as required to perform their duties safely and efficiently. Crew vehicles must have strobe warning lights as required by the El Paso Department of Transportation and the Texas Department of Transportation (TxDOT). Crews shall be required to abide by any traffic control requirements (i.e., use of traffic cones, work signs, etc.) specified by these agencies. Compliance with traffic control requirements shall be incidental to the work.

#### **WORKING HOURS**

The Patroller of the existing leak detection loggers and the Leak Pinpointing Crew shall work their own schedule in coordination with EPWater.

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## **WORK REQUIREMENTS**

Successful bidder shall:

1. Thoroughly study the owner manuals for the leak detection logger system currently in use by EPWater.
2. Meet with EPWater staff weekly to exchange information on areas patrolled the previous week and areas to be patrolled in the upcoming week and discuss issues regarding leaks found and other operational issues.
3. Patroller shall be responsible for patrolling the leak detector loggers on a daily basis for a total of 12,000 per month, using the Master Controller supplied by EPWater.
4. Using the Master Controllers, identify and record the location of the leak detection loggers that are in leak mode.
5. Use leak-correlating equipment supplied by EPWater to correlate the location of any leaks detected by the leak detection loggers, mark their location in the field, and notify EPWater staff of their location for subsequent repairs.
6. Maintain written records of daily activities performed as directed by EPWater staff.
7. Perform special leak detection tasks as directed by EPWater on an as-needed basis.
8. The leak detection services are typically for mains 12 inches or less in diameter. Contractor shall provide a written report for mains 12 inches or less detailing findings in connection with a leak detection task. However, contractor shall not be required to provide a written report for mains greater than 12 inches in diameter.

### **Line item 2: Leak Detection Service Non-Working Hours – Emergency Response**

The Leak Pinpointing Crew shall be on-call during non-working hours, including weekends and holidays, to respond to emergencies arising from distribution system operation and installation issues. When notified, the Crew shall be onsite at the EPWater field office or as per request within two hours from the time EPWater personnel call for such assistance.

### **Line Item 3: Furnish and Install Non-Functional or Missing SEBA Log N3 Leak Detection Loggers**

Contractor shall furnish, replace, or install non-functional or missing SEBA Log N3 leak detection loggers. Contractor shall be responsible for identifying non-functional or missing loggers during the daily patrol analysis of the leak detector system. The SEBA Log N3 detector shall be installed according to the manufacturer's specifications, including the log antenna.

### **Line Item 4: Furnish or Replace Missing or Damaged Magnets for SEBA Log N3**

Contractor shall be responsible for identifying loggers with missing or nonfunctional magnets. EPWater shall be notified by the contractor before the furnishing or replacement of missing or damaged magnets.

### **Line Item 5: Refurbish Loggers to Original Condition or Better**

Contractor shall refurbish loggers to their original condition or better as directed by EPWater (including batteries, magnets, antennas, or any necessary components required for the logger to be fully operational). Contractor must be certified by SEBA to perform maintenance and repairs to the leak detector loggers. The refurbishing and replacement of the loggers shall be SEBA factor authorized.

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### **Line Item 6: Traffic Control**

A vehicle must be equipped with a flashing yellow light bar as required by the El Paso Transportation Department for all valve exercising and leak detection services or as required by the assignment. At some locations, traffic control signs and cones may also be required based on the location of the work, type of street, and volume of traffic. The contractor shall coordinate with the El Paso Transportation Department for specific requirements. For any work that requires a full shoulder or lane closure, contractor shall be responsible for the traffic control plan (TCP) per assignment and shall include the preparation of a formal TCP. Contractor shall be responsible for submitting and obtaining approval of the formal TCP in conformance to the specifications and principles given in the "Texas Manual on Uniform Control Devices" over the entire assignment and all other incidentals required for contractor to complete, implement, and maintain the TCP requirements. Restoration of medians, landscaped areas, parkways, sidewalks, roadways, pavement structure, and any other areas affected by the TCP, including areas that go beyond the limits of assignment, shall be restored to equal or better condition and shall be considered subsidiary to this item. All costs for this work shall be included in the contractor's lump sum price and shall be complete compensation for the complete performance of this work.

### **Line Items 7 through 13: Water, Wastewater, and Reclaimed Water System Directed Maintenance - Minimum Qualifications, Inventory, and Equipment**

The operator of the valve exercising equipment shall have a minimum of one year of experience operating the valve exercising equipment which is of the same make and model that is to be used for this contract. The person conducting inspections and repairs of the air vacuum/air release valves must have relevant knowledge and experience in the inspection, diagnosis, and repair of such valves. Bidders must submit resumes of the personnel that will perform the work required with their bid submittal.

#### **Isolation Valve Inventory**

EPWater operational inventory of isolation valves were manufactured by Kennedy, Clowe, Mueller, and J&S. More than 90% were manufactured by Kennedy and Clowe.

#### **Equipment**

Bidders must own at the time of bid submittal a WACHs valve turning vehicle (machine) designed for exercising water main valves up to 16 inches in diameter and must have the vehicle within city limits for inspection. Proof of ownership shall be required prior to the award of the contract. After the award of the contract, the successful bidder must purchase a Trimble GPS receiver with sub-meter accuracy, suitable equipment for locating buried water valve bonnet boxes or manholes, and a minimum of Windows Core i5 laptop with 500 GB storage and 4 GB memory and ArcGIS, version 10.3.1 (software). EPWater staff will load the laptop with GIS layers to be used for locating water main valves. The successful bidder may purchase or rent additional equipment if required to meet workload requirements. The contractor will be required to meet regularly with designated EPWater staff to receive direction on the scheduling of work and to provide work result information to EPWater.



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## **WORKING HOURS**

All work under the contract will be scheduled a minimum of one day in advance by designated EPWater staff. The contractor will not be required to work on weekends or EPWater holidays. The quantity and location of the work to be done will be determined and scheduled daily or weekly by EPWater at their discretion. However, the contractor may request a deviation from this schedule, and EPWater will work with the contractor to maximize the utilization of his staffing for the contract but shall be under no obligation to approve any such request.

### **Line Item 7: Operate Valves as Directed – Locations within City Streets and TxDOT ROWs, Diameters 16-inch or less.**

Furnish a Wachs Model TM 7 valve turning system equipped with "Vitals Wave" software and a vacuum truck to operate valves as directed by the Water Distribution System Manager or their designee. This service shall include the necessary traffic control to safely operate the valve, coordination with the El Paso Streets & Maintenance Department or Texas Department of Transportation as applicable, removal of the valve box cover, vacuuming debris from the valve box, use of the Wachs operator to complete one full open/close cycle of the valve and leave it in its original position and replacement of the valve box cover. Each valve operation shall be done at the request of EPWater based on a work order, which may include the GPS location of the valve. The contractor shall not be made responsible for damage to valves caused by the valve turning equipment, provided he complies with the torque-setting requirement specified by EPWater. Repair or replacement of any non-operating valves will be the responsibility of EPWater. The Contractor shall notify EPWater of the type of valve operated. The Contractor shall maintain communication with EPWater central control before and during valve operation.

Operation of valves without a work order is expressly forbidden. In the event the valve does not operate properly, EPWater shall be notified within one hour at the contact(s) to be specified. Debris removed from the valve box shall be lawfully disposed. At the conclusion of the operation, a report shall be issued to EPWater within 24 hours indicating that the operation was complete, whether the valve was correctly operating, the number of turns open to close or close to open, and whether right or left turn. In the event a valve is broken or inoperable, the Contractor shall mark the location of the valve with paint as directed by EPWater. The Contractor shall identify the type of valve to be operated and exercise the valve accordingly and make that information part of the report. Specific valve information shall also be marked on the inside of the valve cover as specified by EPWater using a felt marker. Contractor shall paint the valve bonnet cover blue if the valve will remain open and yellow if the valve will remain close. The EPWater will furnish the paint for the bonnet covers. After the valve operation has been completed, the bonnet box or manhole cover shall be sealed by applying a bead of sealant furnished by the Utility to the rim of the bonnet box or manhole. Valves whose locations were not found or found at substantially different locations than indicated on the water system maps shall be documented and field marked as directed by EPWater.

### **Line Items 8 through 10: Air, Vacuum or Combination Release Valve – Diagnosis and Service (Water, Wastewater, and Reclaimed Water)**

The Contractor shall perform service on an air release valve by work order issued by the Water Distribution System Manager or designee. Upon issuance of the work order, the Contractor shall locate the valve using GPS coordinates or other location information provided by EPWater. The Contractor shall provide sufficient traffic control to safely access the valve either on the Texas Department of Highway or the City of El Paso right-of-way. The Contractor shall furnish necessary safety equipment and comply with confined space entry procedures where necessary. Upon entering the vault, determine whether or not a shut-off valve is installed. In the event a shut-off valve is not installed below the valve, report that fact to EPWater within 24 hours. EPWater will schedule the installation of a shut-off valve at such time as the line can be isolated to perform the operation. Similarly, if the shut-off valve is broken or defective, EPWater shall replace the valve. In either case, the work order will be

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rescinded until such time as the installation or repair is complete. Testing of the air release valve requires a drain valve. If a drain valve is not provided, install the drain valve, and flush the air release valve as part of the diagnosis and service visit. Contractor shall identify the location of the air release valve with GPS technology and provide a GPS file to EPWater on a monthly basis.

**Line Items 11 through 13: Air, Vacuum, or Combination Release Valve – Replacement (Water, Wastewater, and Reclaimed Water)**

In the event the diagnosis visit shows that a corrective procedure is required, remove debris and correct leakage as needed. If the valve does not vent, if debris cannot be removed by flushing, or if the valve closes with leakage, the valve shall be removed for repairs. The Contractor shall identify the type of valve needed for replacement and replace the valve with a working valve upon removal. The removed valve shall be transported by the Contractor to their shop for repair. The Contractor shall provide all labor and equipment required for the repairs and shall furnish any minor replacement parts required, such as seals and bolts. Cost of minor replacement parts shall be included in the price of this line item. In the event the valve cannot be repaired, EPWater shall be notified and shall be given the opportunity to verify. Repaired valves shall remain in the Contractor's shop until such time as it is needed for a replacement. This will ensure that new valves rarely be used for replacements since a rotating stock of repaired valves should exist. If a new valve is required, EPWater will purchase the valve. The Contractor may implement procedures needed to minimize the rotating stock of valves.

**Line Item 14: Owner's Allowance for Unanticipated Work Required at Owner's Discretion Only**

This line item will be used for any unanticipated work required per assignment, such as leak detection services inside a private property or any additional item not listed in the contract line items.

**1.9 PRICE ESCALATION**

A Price Escalation may be considered under the following conditions:

- a. Prices must be firm for the first 12-month period from the award by the Public Service Board.
- b. After the 12-month period, 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 EPWater, which includes the price increase to the contract. The price increase shall be effective within 14 calendar days from EPWater acceptance.
- c. EPWater reserves the right to cancel the contract resulting from this Solicitation and rebid 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.

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### 1.10 PRICE DE-ESCALATION

If the Contractor receives a price decrease from the supplier, the Contractor is responsible for notifying EPWater within two working days of the price decrease and passing the price decrease on to EPWater. The price decrease will be effective upon receipt of the price reduction from the Contractor.

### 1.11 DISCOUNT

Unless a discount is provided as an inducement for prompt payment, EPWater is not obligated to make payment on invoice(s) for this contract until 30 days after receipt of a valid, complete, and acceptable invoice. An invoice shall not be submitted prior to receipt of the **Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**, whichever is later. Any discount will be used in the evaluation of the bid submittal to determine the lowest responsive/responsible 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.

### 1.12 SALES AND USE TAX EXEMPTION

EPWater is exempt from State and City Sales Tax

## PART 2 – DELIVERY REQUIREMENTS

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

### 2.1 PERSONNEL IDENTIFICATION

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

- Employee Name
- Company Name
- Employee's Picture

Entry to the premises of ANY EPWater facilities may be denied to individuals without identification as addressed above.

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## 2.2 TRANSPORTATION

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

## PART 3 – GENERAL INFORMATION

### 3.1 RESIDENT/NON-RESIDENT BIDDERS

**Bidder must answer the following questions:**

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

**Answer:** \_\_\_\_\_

2. If the bidder is a "**Non-Resident Bidder**," does the state in which the non-resident bidder's principal place of business is located have a law requiring a non-resident 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 non-resident bidder of that state to be awarded the contract on their bid in such state?

**Answer:** \_\_\_\_\_

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

**Answer:** \_\_\_\_\_

A "**Non-Resident Bidder**" will not be awarded this Bid unless the non-resident'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 non-resident 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 "**Non-Resident Bidder**" are included in the "**Instructions to Bidders**" on the last two pages of this solicitation.

[CONTINUED ON NEXT PAGE]

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**3.2 STATEMENT OF RESIDENCY**

The following information is required by EPWater in order to comply with the provisions of Texas Government Code §§ 2252.001 *et. seq.* Failure to provide the required information may constitute a basis for the rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by EPWater. Failure to provide all required information may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

**Definitions**

*Resident Bidder:* a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner, has its principal place of business in the State of Texas.

*Nonresident Bidder:* a person who is not a resident.

*Principal Place of Business in Texas:* a permanent business office located in Texas from which a bid is submitted and from which business activities are primarily conducted for the organization other than submitting bids to governmental agencies, where at least one employee works for the business entity.

Bidder's Complete Company Name: \_\_\_\_\_

State the address of your principal place of business in the space provided below: \_\_\_\_\_

State the nature of the business conducted at your principal place of business in the space provided below: \_\_\_\_\_

State the number of employees you have at your principal place of business: \_\_\_\_\_

*I swear and attest that the information provided above is true and correct as of the date \_\_\_\_\_ ("Bidder") submitted its bid on Bid No. \_\_\_\_\_. I further attest that I am an authorized representative of Bidder or have been duly authorized to represent Bidder in this matter. I understand that the information provided is being relied on by EPWater in order for it to comply with state purchasing laws and will materially affect its decisions in this regard. Should the information provided be false or materially misleading, any contract entered into between EPWater, and Bidder will be void and EPWater may pursue any legal claims it may have against Bidder.*

[SIGNATURE ON NEXT PAGE]

**SUBJECT:** Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services  
**BID NUMBER:** 21-23  
**BID DEADLINE:** 10:30 A.M. MOUNTAIN TIME, March 14, 2023  
**TO BE OPENED:** 11:00 A.M. MOUNTAIN TIME, March 14, 2023

By: \_\_\_\_\_  
Contractor Name  
Name: \_\_\_\_\_  
Owner  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services  
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3.3 STATEMENT OF NONDIVESTMENT FROM ISRAEL

The following information is required by El Paso Water Utilities – Public Service Board (“EPWater”) in order to comply with the provisions of Texas Government Code §§ 2270.002.

I swear and attest that the following is true and correct as of the date \_\_\_\_\_ (“Bidder”) submitted its bid on Bid No. \_\_\_\_\_: Bidder does not boycott Israel and will not boycott Israel during the term of the contract should it be awarded to Bidder. I further attest that I am an authorized representative of Bidder or have been duly authorized to represent Bidder in this matter. I understand that the information provided is being relied on by EPWater in order for it to comply with state purchasing laws and will materially affect its decisions in this regard. Should it be discovered that the statement by Bidder contained herein is false, any contract entered into between EPWater, and Bidder will be void and EPWater may pursue any legal claims it may have against Bidder.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**  
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### 3.4 CONTRACT CLAUSES

#### 1. TYPE AND TERM OF CONTRACT

This is a **Good(s) and/or Service(s) Contract**, under which EPWater shall order all of its requirements for the good(s) and/or service(s) described within this solicitation 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 an “**as-required**” basis.

The **Contract** to provide **Water, Wastewater and Reclaimed Water System Directed Maintenance and Leak Detection Services** 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 **Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services** within the delivery time specified above, EPWater reserves the right to obtain **Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services** from any available source and bill the successful supplier for any additional cost over the bid amount.

This bid is to award a contract to the most responsive, responsible bidder for an initial **one-year** period. If upon mutual consent between both parties, the contract may be extended under the same terms and conditions for **two** additional one-year extensions. In the event EPWater 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 EPWater has notified the Contractor that EPWater has obtained another contractor.

#### 2. ACCEPTANCE OR REJECTION OF BIDS

EPWater reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bids determined to be the most favorable to EPWater. Additionally, the EPWater may accept a bid subject to an exception if, in the sole judgment of the EPWater, the bid meets or exceeds EPWater’s specifications.

#### 3. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).

- a. EPWater has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with EPWater.
- b. EPWater does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.



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**4. CONTRACT ADMINISTRATION**

Administration of this Contract, on behalf of EPWater, is the responsibility of Jesus Hernandez Jr, Purchasing Agent, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Jesus Hernandez Jr, Purchasing Agent, can be reached by telephone at (915) 594-5639, or by FAX at (915) 594-5689. Correspondence should be addressed to:

**By Mail:**

ATTN: Jesus Hernandez Jr  
Bid No. 21-23 Water, Wastewater and  
Reclaimed Water System Directed  
Maintenance and Leak Detection Services  
El Paso Water Utilities  
Purchasing & Contracts Administration  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**By E-mail**

[Purchasing.Info@epwater.org](mailto:Purchasing.Info@epwater.org)  
Subject Line: Bid No. 21-23  
Jesus Hernandez Jr  
Purchasing Agent

Please refer to Bid Number or Contract Number in all correspondence.

With respect to the above-required insurance, EPWater and its officers and employees shall be named as additional insureds as their interests may appear. EPWater shall be provided with 30 days advance notice, in writing, of any cancellation or material change. EPWater 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:**

**By Mail:**

ATTN: Jesus Hernandez Jr  
Bid No. 21-23 Water, Wastewater and  
Reclaimed Water System Directed  
Maintenance and Leak Detection Services  
El Paso Water Utilities  
Purchasing & Contracts Administration  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**By E-mail**

[Purchasing.Info@epwater.org](mailto:Purchasing.Info@epwater.org)  
Subject Line: Bid No. Bid No. 21-23 Water,  
Wastewater and Reclaimed Water System  
Directed Maintenance and Leak Detection  
Services  
ATTN: Jesus Hernandez Jr Purchasing Agent

**Failure to submit insurance certification may result in contract cancellation.  
Please refer to Bid Number/Contract Number and Title in all correspondence.**

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**  
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**5. PRICE ADJUSTMENT**

**MINIMUM WAGE**

A price adjustment increase will be allowed if there is a **federally mandated** increase.

**6. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances in the performance of this contract, including, but not limited to, the Americans with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background, or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

**7. CONTRACTING INFORMATION**

**This clause is applicable for purchases that have a stated expenditure or result in an expenditure of at least \$1 million.**

The Contractor must preserve all contracting information related to this contract as provided by the records retention schedule requirements applicable to EPWater for the duration of this contract. Contractor will promptly provide EPWater any contracting information related to this contract that is in the custody or possession of the Contractor on request of EPWater. On completion of this contract, Contractor will either provide at no cost to EPWater all contracting information related to this contract that is in the custody or possession of the Contractor or preserve the contracting information related to this contract as provided by the records retention requirements applicable to EPWater.

**8. PROTEST/DISPUTE**

Only a vendor who has submitted a response to a solicitation may protest a recommendation for contract award. Failure to follow the requirements of the protest procedures established by EPWater and included in all solicitations shall constitute a waiver of all protest rights. Protests must be made after the PSB Agenda has been posted and by 5 p.m. the day before the PSB meeting in which the award will be considered.

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**9. CONE OF SILENCE**

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

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

The provisions do not apply to, among other communications:

- Oral communications with Sr. Purchasing Agent, Purchasing Agent, Contracts Developer Coordinator, or Procurement Analyst, provided the communications are limited strictly to matters of process or procedure already contained in 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 Solicitation.

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 EPWater’s General Counsel and the Senior Purchasing Agent.

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

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

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### **3.5 TERMS AND CONDITIONS**

#### **1. PREVAILING TERMS**

These Purchase Order/Master Contract Standard Terms and Conditions (Standard Terms and Conditions) apply to El Paso Water Utilities Public Service Board (EPWater) purchases entered into by EPWater through Purchase Orders or Master Contract for goods or services, unless otherwise noted on a Purchase Order or Master Contract. These terms prevail over the Vendor's terms. The Standard Terms and Conditions and accompanying Purchase Order or Master Contract are considered the contract between EPWater and Vendor.

On purchases through an approved purchasing cooperative, the Standard Terms and Conditions supplement and prevail over the purchasing cooperative contract terms and conditions if there is a conflict unless otherwise noted on a Purchase Order or Master Contract.

The acceptance of EPWater's Purchase Order or Master Contract.

#### **2. INVOICES AND PAYMENTS**

- a. EPWater will pay all invoices in accordance with Chapter 2251 of the Government Code. EPWater will notify the Vendor of any errors or disputes in invoices in accordance with Chapter 2251 of the Texas Government Code.
- b. The Vendor will submit invoices, a in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- c. Invoices will be itemized, including the serial number of the unit; transportation charges, if any, will be listed separately.
- d. Invoices will reflect the Purchase Order or Master Contract number.
- e. EPWater is a tax-exempt entity. Do not include any taxes in invoices. EPWater will furnish a tax exemption certificate upon request.
- f. Discounts will be taken from the date of receipt of goods or the date of invoice, whichever is later.
- g. A copy of the bill of lading and the freight waybill when applicable, will be attached to the invoice.
- h. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- i. E-Mail invoices to [accountspayable@epwater.org](mailto:accountspayable@epwater.org).
- j. Vendor shall notify the Purchasing & Contract Administration division of any changes in its remittance addresses.

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3. **AVAILABILITY OF FUNDS**

The awarding of this contract is dependent upon the availability of funding. 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 will be no penalty nor removal charges incurred by EPWater.

4. **GRATUITIES**

EPWater may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by EPWater 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 EPWater 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 EPWater pursuant to this provision, EPWater 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. **WARRANTY-PRICE**

- a. The price to be paid by EPWater will be that contained in the Contractor's bid, which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, EPWater may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, EPWater will have the right, in addition to any other right or rights, to cancel this contract without liability and to deduct it from the contract price.

6. **RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he or she may demand that the other party give written assurance of his or her intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**

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7. **VENDOR TO PACKAGE GOODS**

The Vendor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Vendor's name and address; (b) Consignee's name, address, and purchase order; (c) Container number and the total number of containers, e.g., "box 1 of 4 boxes," and (d) the number of the container bearing the packing slip. The Vendor will bear the cost of packaging unless otherwise provided. Goods will be suitably packed to secure the lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. EPWater's count or weight will be final and conclusive on shipments not accompanied by packing lists.

8. **SHIPMENT UNDER RESERVATION PROHIBITED**

The Vendor is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

9. **DELIVERY TERMS AND TRANSPORTATION CHARGES**

The delivery of the goods by Contractor shall be F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the quote; EPWater agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid if the bid does not include transportation costs, EPWater will have the right to designate what method of transportation will be used by Contractor to ship the goods.

10. **TITLE & RISK OF LOSS**

The title and risk of loss of the goods will not pass to EPWater until EPWater actually receives and takes possession of the goods at the point or points of delivery.

11. **RIGHT OF INSPECTION**

EPWater will have the right to inspect the goods at delivery before accepting them.

12. **NO REPLACEMENT OF DEFECTIVE TENDER**

Every tender or delivery of goods must fully comply with all provisions of this contract as to the time of delivery, quality, and the like. If a tender is made which does not fully conform, this will constitute a breach, and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Vendor may reasonably notify EPWater of his intention to cure and may then make a conforming tender within the contract time but not afterward.

13. **PLACE OF DELIVERY**

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

14. **WARRANTY-PRODUCT** The Contractor will not limit or exclude any implied warranties, and any attempt to do so will render this contract voidable at the option of EPWater.

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15. **SAFETY WARRANTY**

Contractor warrants that the product sold to EPWater will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, EPWater may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within a reasonable time, the correction made by EPWater will be at the Contractor's expense.

16. **TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

EPWater may terminate this contract for convenience, 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 EPWater to be paid to the Contractor. If the Contractor has any property in its possession belonging to EPWater, the Contractor will account for the same and dispose of it in the manner EPWater directs.

**B. TERMINATION FOR DEFAULT**

If the Contractor fails to comply with any provision of the contract, EPWater may terminate this contract for default. Termination shall be effectuated 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 EPWater before termination notice is rendered. EPWater 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 EPWater terminates this Contract because the Contractor failed to perform the services as required by the Contract, EPWater 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. EPWater may recover the difference between the cost of the substitute services and the Contract price from the Contractor as damages. EPWater 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 EPWater to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

**C. Termination for Default by EPWater:**

If EPWater fails to perform any of its duties under this contract, Contractor may deliver a written notice to Purchasing & Contract Administration division describing the default, specifying the provisions of the contract under which the Contractor considers EPWater to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If

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EPWater fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this contract as of such date.

**D. Termination** for Failure to Comply with Subchapter J, Chapter 552, Government Code.

This clause is applicable for purchases that have a stated expenditure or result in an expenditure of at least \$1 million.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the Vendor agrees that this contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

17. **ADDITIONAL REMEDIES**

If EPWater terminates the contract because the Vendor fails to deliver goods as required by the contract, EPWater shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE, including the right to purchase the goods from another vendor in substitution for those due from the Vendor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Texas Local Government Code. EPWater may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Vendor for goods delivered prior to termination or any other lawful means.

18. **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 the 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.



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19. **CONTRACTUAL RELATIONSHIP**

Nothing herein will be construed as creating the relationship of employer and employee between EPWater and the Vendor or between EPWater and the Vendor's employees. EPWater will not be subject to any obligations or liabilities of the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Vendor is an independent contractor, and nothing contained herein will constitute or designate the Vendor or any of his employees as employees of EPWater. Neither the Vendor nor his employees will be entitled to any of the benefits established for EPWater employees nor be covered by EPWater's Workers' Compensation Program.

20. **ASSIGNMENT-DELEGATION**

No right or interest in this contract will be assigned or delegation of any obligation made by the Vendor without the written permission of EPWater. Any attempted assignment or delegation by the Vendor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

22. **ADVERTISING**

Vendor will not advertise or publish the fact that EPWater has entered into this contract without EPWater's prior consent.

23. **NOTICES**

All notices sent to EPWater shall be made in writing and may be given by personal delivery or by mail. When so addressed, notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

Notices sent by mail to EPWater shall be addressed to the designated responsible person or office:

**By Mail:**

ATTN: Jesus Hernandez Jr  
Bid No. 21-23 Water, Wastewater and  
Reclaimed Water System Directed  
Maintenance and Leak Detection Services  
El Paso Water Utilities  
Purchasing & Contracts Administration  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**By E-mail**

[Purchasing.Info@epwater.org](mailto:Purchasing.Info@epwater.org)  
Subject Line: Bid No. 21-23 Water,  
Wastewater and Reclaimed Water  
System Directed Maintenance and Leak  
Detection Services  
Jesus Hernandez Jr  
Purchasing Agent

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24. **INDEMNIFICATION**

VENDOR OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD EPWATER, 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 CONTRACT, UNLESS SUCH DAMAGE, INJURY, LOSS, ILLNESS, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICE, OR DEATH RESULTS SOLELY FROM OR SOLELY INVOLVES NEGLIGENCE, OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF EPWATER, ITS OFFICERS, AGENTS, OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY LEGAL LIABILITY AGAINST EPWATER, EPWATER WILL PROMPTLY FORWARD TO THE VENDOR EVERY DEMAND, NOTICE, SUMMONS, OR OTHER PROCESS RECEIVED BY EPWATER IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. VENDOR WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE VENDOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF EPWATER ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. VENDOR WILL PAY ALL JUDGMENTS, FINALLY ESTABLISHING LIABILITY OF EPWATER IN ACTIONS DEFENDED BY VENDOR PURSUANT TO THIS SECTION, ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY EPWATER INCLUDING, INTEREST ACCRUING TO THE DATE OF PAYMENT BY VENDOR, AND PREMIUMS ON ANY APPEAL BONDS. EPWATER, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. EPWATER WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE VENDOR'S PROPERTY FROM ANY CAUSE

25. **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 EPWater 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.

(Continued on Next Page)

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**

**BID NUMBER: 21-23**

**BID DEADLINE: 10:30 A.M. MOUNTAIN TIME, March 14, 2023**

**TO BE OPENED: 11:00 A.M. MOUNTAIN TIME, March 14, 2023**

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**INSURANCE REQUIREMENTS**

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

EPWater, its officials, employees, agents and contractors shall be named as additional insureds and contain a “blanket waiver of subrogation” clause in favor of EPWater.

The Vendor and their subcontractors’ insurance coverage shall be primary insurance as respects EPWater, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by EPWater, its officials, employees, agents and contractors shall be in excess of the Vendor’s or Vendor’s subcontractor’s insurance and shall not contribute to the Vendor’s or Vendor’s subcontractor’s Insurance.

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**  
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Prior to undertaking any work under this contract, the Vendor, at no expense to EPWater, shall furnish to EPWater a copy of a certificate of insurance with an actual copy of the policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to and approved by EPWater.

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

**By Mail:**

ATTN: Jesus Hernandez Jr  
Bid No. 21-23 Water, Wastewater and Reclaimed Water System Directed Maintenance and Leak Detection Services  
El Paso Water Utilities  
Purchasing & Contracts Administration  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**By E-mail**

[Purchasing.Info@epwater.org](mailto:Purchasing.Info@epwater.org)  
Subject Line: Bid No. 21-23 Water, Wastewater and Reclaimed Water System Directed Maintenance and Leak Detection Services  
Jesus Hernandez Jr

Please refer to Purchase Order or Master Contract number and title in all correspondence. Failure to submit insurance certification may result in contract cancellation.

26. **COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The Vendor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances in the performance of this contract, including, but not limited to, the Americans with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Vendor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

27. **CONTRACTING INFORMATION**

**This clause is applicable for purchases that have a stated expenditure or result in an expenditure of at least \$1 million.**

The Vendor must preserve all contracting information related to this contract as provided by the records retention schedule requirements applicable to EPWater for the duration of this contract. Vendor will promptly provide EPWater any contracting information related to this contract that is in the custody or possession of the Vendor on request of EPWater. On completion of this contract, Vendor will either provide at no cost to EPWater all contracting information related to this contract that is in the custody or possession of the Vendor or preserve the contracting information related to this contract as provided by the records retention requirements applicable to EPWater.

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**

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28. **RIGHT TO AUDIT**

The Vendor agrees that EPWater shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer, and digital files, documents, papers, and records of the Vendor involving transactions relating to this contract. Vendor agrees that EPWater shall have access during normal working hours to all necessary Vendor facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. EPWater shall give Vendor reasonable advance notice of intended audits. EPWater will pay Vendor for reasonable costs of any copying EPWater performs on the Vendor's equipment or requests the Vendor to provide. The Vendor agrees to refund to EPWater any overpayments disclosed by any such audit.

The Vendor agrees that it will include this requirement in any subcontract entered into in connection with this contract.

29. **ISRAEL**

This clause is applicable to purchases of a value of \$100,000 or more from a company with ten (10) or more full-time employees that is not a sole proprietorship.

Vendor affirms it does not boycott Israel and will not boycott Israel during the term of this contract.

30. **ENERGY COMPANIES**

This clause is applicable to purchases of a value of \$100,000 or more from a company with ten (10) or more full-time employees that is not a sole proprietorship.

In accordance with Chapter 2274 of the Texas Government Code, Vendor affirms it does not boycott energy companies and will not boycott energy companies during the term of this contract.

31. **FIREARM ENTITY OR TRADE ASSOCIATION**

This clause is applicable to purchases of a value of at least \$100,000 from a company with at least 10 full-time employees, that is not a sole proprietorship.

In accordance with Section 2274.002 of the Texas Government Code, Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

32. **CONFIDENTIALITY AND DATA OWNERSHIP**

A. Vendor understands that in the performance of the work under this contract, Vendor may have access to confidential information owned or controlled by EPWater and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to or use by an unauthorized third party will be damaging and/or illegal. Vendor agrees that all information disclosed by EPWater to Vendor, which is in written form, shall be held in confidence and used only in the performance of services under this contract. Any requests for

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**

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information related to this contract, the Purchase Order or Master Contract shall be forwarded to EPWater.

- B. Vendor understands that EPWater is subject to the Texas Public Information Act ("Act") and that EPWater will follow all the requirements of the Act. EPWater will not be liable for disclosure of information pursuant to the Act or under court order.
- C. Any and all presentations, drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to EPWater by Vendor in connection with the services rendered under this contract shall belong exclusively to EPWater and shall be deemed to be work-for-hire. Any and all data collected or work-for-hire produced as a result of the services or goods purchased shall be and remain the property of EPWater upon completion of this contract.

33. **COMPLIANCE WITH LAWS**

The Vendor shall comply with all Federal, State, and local laws and ordinances applicable to the work covered hereunder and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies.

34. **CAPTIONS**

The captions of the Standard Terms and Conditions are for information purposes only and shall not in any way affect the substantive terms and conditions.

35. **SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of the Standard Terms and Conditions are severable and, if any phrase, clause, sentence, paragraph, or section of this contract should be declared invalid by a final decision of a court of competent jurisdiction, such invalidity will not affect any of the remaining provisions of the Standard Terms and Conditions.

36. **APPLICABLE LAW AND VENUE**

For the purpose of determining the place of agreement and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or right, or cause of action arising under or in connection with this contract shall be exclusively in a court of competent jurisdiction sitting in El Paso County.

(Continued on Next Page)

**SUBJECT: Water, Wastewater, and Reclaimed Water System Directed Maintenance and Leak Detection Services**  
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37. **ENTIRE AGREEMENT**

These Standard Terms and Conditions and accompanying Purchase Order or Master Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in the course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

By: \_\_\_\_\_  
Vendor Name

Name: \_\_\_\_\_  
Owner

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_  
Authorized Representative or Designee

Date: \_\_\_\_\_

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**PART 4 – FORMS**

**4.1 W-9 REQUEST FOR TAXPAYER IDENTIFICATION**

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>	
<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>			
<p><b>2</b> Business name/disregarded entity name, if different from above</p>			
<p>Print or type. See Specific Instructions on page 3.</p>	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>		<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>		<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>		
	<p><b>7</b> List account number(s) here (optional)</p>		

**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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
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	-		-							
<b>or</b>										
<b>Employer identification number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table>										

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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## 4.2 W-9 INSTRUCTIONS

Form W-9 (Rev. 10-2018)

Page 2

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

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**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

(Space Intentionally Left Blank)

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### 4.3 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

The Utility's policy is to encourage the participation of Small Locally Owned Businesses (SLBE), Minority Business Enterprises (MBE), and Women-Owned Business Enterprises (WBE).

**My Current Historically Underutilized Business (HUB) Status is (select ONLY ONE of the three Business Enterprises below):**

1. Small Locally Owned Business Enterprise:
2. Women Owned Business Enterprise:
3. Minority Owned Business Enterprise: Select ONLY ONE of the categories below:
- Hispanic American
  - African American
  - Asian American
  - Native American
  - Service-Disabled Veteran
  - My business is not a HUB vendor**

**INSTRUCTIONS:** For Minority-Owned Business Enterprise, please indicate your HUB Status above by selecting the appropriate category. Please make sure you select only one (1) category.

#### **DEFINITION OF HUB CATEGORY FOR EPWATER.**

A **Small Locally-Owned Business Enterprise** is defined as a business corporation, partnership, joint venture, sole proprietorship, or other legal entity formed for the purpose of making a profit, has been located within the County of El Paso for at least 12 months, and is 51% or more owned by residents of El Paso County; furthermore, that business must employ fewer than 100 employees or have annual gross sales of less than \$7,000,000 and is not a subsidiary of a business which would not meet the above guidelines.

A **Minority-Owned Business Enterprise** is defined as a business that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Asian American, Hispanic American, Native American, or Service-Disabled Veteran.

A **Woman-Owned Business Enterprise** is one that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are non-minority females.

I certify that the foregoing information is a full, true, and correct statement of the facts.

\_\_\_\_\_  
Signature of Authorized Representative or Designee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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#### **4.4 CERTIFICATE OF INTERESTED PARTIES FORM 1295**

**Business Entity: Disclosure of Interested Parties**  
**Texas Government Code § 2252.908**  
**TEXAS ETHICS COMMISSION FORM 1295 Instructions**

**This Form is required in the submission of your bid proposal:**

**Instructions - Form 1295**

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

The following definitions apply:

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address _____, _____, _____, _____, _____.			
(street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Must file online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)

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#### 4.5 CHANGES TO FORM 1295

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

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

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

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

The newly exempt contract types are marked with an asterisk.

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

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

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

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

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



**4.6 CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ)**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - \*\*\*
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

**4.7 VENDOR INFORMATION FORM**



**EL PASO WATER 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: – Mirtha Solis, Senior Purchasing Agent by email at [Purchasing.Info@epwater.org](mailto:Purchasing.Info@epwater.org)  
or by **Fax** at 915-594-5689)

**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 \$7,000,000.00 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.

**\*El Paso Water 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)

## PART 5 – INSTRUCTIONS TO BIDDERS

1. Bidders **MUST** use the form and format included in this Solicitation and provide all required information. The Bid Proposal will be mailed to Purchasing & Contracts Administration, BID ENCLOSED, 1154 Hawkins Blvd., El Paso, Texas 79925 OR delivered to the Purchasing and Contracts Administration Department, El Paso Water Building, first floor, 1154 Hawkins Boulevard, El Paso, Texas 79925 prior to the date and time specified in this Solicitation. 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 forms 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 PROPOSAL** to permit El Paso Water to evaluate the item(s) for compliance with solicitation specifications. **BIDDERS WHO FAIL TO INCLUDE THIS INFORMATION WITH THEIR PROPOSAL 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 their Bid Proposal.
5. When a date is set for merchandise to be received or for work to be performed, the merchandise **MUST BE DELIVERED OR THE WORK PERFORMED** on or before the specified date; if not, the Purchase Order or Master Contract to the delinquent party may be canceled. If the Purchase Order or Master Contract is canceled, El Paso Water shall have the right to buy the merchandise or have the unfinished work completed by another bidder. Any excess in cost for the same item(s) or service over the price specified in the Solicitation that was accepted by the Public Service Board will be deducted from any money deposited with this bid or subsequently due. El Paso Water reserves the right to delete the company from the Bidders List for up to twelve months.
6. All bids **MUST BE F.O.B. DESTINATION**. All reductions or refunds on freight charges will be for the account of El Paso Water.
7. The Bid Submittal shall remain subject to acceptance for (90) Ninety days after the bid opening.
8. Bidders are invited to be present at the opening of bids.
9. Unless otherwise specified in the Solicitation, award of the solicitation shall be made by individual item to the lowest responsible bidder meeting specifications for the goods and/or services described in the Solicitation. A Bidder may qualify their proposal by indicating that it 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 Solicitation to award a contract. Any resulting order will be awarded to the lowest and best qualified responsible bidder whose bid, conforming to the Bid Proposal, is most advantageous to El Paso Water. If deemed to be in the best interest of El Paso Water, the Public Service Board reserves the right to reject any or all bids, award a contract for the items, either in whole or part and/or waive any irregularities. However, the contract may not be awarded to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the non-resident'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 Solicitation, is most advantageous to El Paso Water.

### DEFINITIONS:

**BIDDER** – means a person, partnership, or corporation making a proposal for the performance of the work covered by the contract documents and may be a '**Texas Resident Bidder**' or a '**Non-resident 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.

**NON-RESIDENT 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.
13. Reference Solicitation Number for insurance requirements.
14. Each bid MUST be accompanied by **Bid Security** made payable to El Paso Water in an amount of five (5) percent of the Bidder's total bid and in the form of a certified or cashier's check or a Bid Bond. The Bid bond (and performance and Payment bond when required) shall be in the form prescribed by applicable laws and regulations, including, but not limited to, Chapter 2253 of the Texas Government Code and Section 7.19-1 of the Texas Insurance Code. **The bond shall be executed by a Surety authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.** This Bid Security is provided as a guarantee that the Bidder, if awarded a contract, will execute the contract (Purchase Order of Master Contract) to provide the material, supplies, equipment and/or services. **FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.** THE BID SECURITY SHALL BE FORFEITED, AND EL PASO WATER SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE BIDDER OR ASK FOR NEW BIDS. The Bid Security of all bidders will be retained by El Paso Water until the award of the contract to the successful Bidder by the Public Service Board. After the award of the contract, the Bid Security of the successful Bidder will be retained by El Paso Water until receipt of the **Payment and/or Performance Bond** (if required). Upon receipt of the Payment and/or Performance Bonds, the Bid Security will be returned. The Bid Security of the next two low bidders will be retained until the execution of the successful Bidder's contract and will then be returned. The Bid Security of all remaining Bidders will be returned after the award of the Bid by the Board.
15. The successful Bidder will be required to obtain a **Payment and/or Performance Bonds** (when required) for one hundred percent (100%) of the bid as security for the faithful performance and payment of all of the Bidder's obligations. All bonds shall be in the form prescribed by all applicable laws and regulations, including, but not limited to, Chapter 2253 of the Texas Government Code and Section 7.91-1 of the Texas Insurance Code. **The bonds shall be executed by a Surety, which is authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.** All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. IF THE SUCCESSFUL BIDDER FAILS TO FURNISH THESE BONDS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION OF THE BID AWARD, THEIR **BID SECURITY** SHALL BE FORFEITED. El Paso Water shall then have the right to make the award of a contract to the next lowest responsible, responsive bidder or to ask for new bids.
16. To the fullest extent permitted by laws and regulations, Bidders shall indemnify and hold harmless El Paso Water, The Public Service Board, its officers, agents, and employees from and against all claims, damages, losses, and expenses; direct, indirect, or consequential (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) arising out of or resulting from the performance of its obligations under this contract and the contract documents.
17. The Bid Proposal MUST be signed by an authorized agent of the bidding company. Failure to sign the Bid Proposal or signing it with a false statement shall void the submitted bid or any resulting contract (Purchase Order or Master Contract), and the bidder may, at the option of the Public Service Board, be removed from the bid list.
18. By signing the Bid Proposal, the Bidder affirms that he has not given or offered to give nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, favor or services to an employee or official of El Paso Water in connection with the submitted bid.
19. These INSTRUCTIONS TO BIDDERS, the Bid Proposal, and all other contract documents shall constitute a binding and enforceable contract with El Paso Water. Upon award of the bid by the Public Service Board, the Bidder hereby agrees that the signature of its duly authorized agent on the first page of the Bid Proposal shall bind the Bidder to all terms and obligations of the INSTRUCTIONS TO BIDDERS, Solicitation, and other contract documents.
20. This bid specifically prohibits communications in writing addressed in the final bullet of the cone of silence.

(END OF SOLICITATION)

Filename: 21-23 WWRW SYSTEM DIRECTED MAINTENANCE AND  
LEAK DETECTION SERVICES (FINAL 02-21-23).docx  
Directory: P:\BIDS, QUOTES & CONTRACTS\Bids 2023\21-23 W,W,RW,  
SYSTEMS DIRECTED MAINTENANCE AND LEAK DETENSION SERVICES  
(Prev 92-19)\01. Solicitation Documents  
Template: C:\Users\msolis\AppData\Roaming\Microsoft\Templates\Normal.d  
otm  
Title: ITEM  
Subject:  
Author: Windows User  
Keywords:  
Comments:  
Creation Date: 2/21/2023 9:49:00 AM  
Change Number: 4  
Last Saved On: 2/21/2023 11:31:00 AM  
Last Saved By: Mirtha Solis  
Total Editing Time: 70 Minutes  
Last Printed On: 2/21/2023 11:31:00 AM  
As of Last Complete Printing  
Number of Pages: 44  
Number of Words: 13,688 (approx.)  
Number of Characters: 78,022 (approx.)