

**Texas Water Development Board
Request for Proposal #580-07-1167 for
Groundwater Quality Analysis Service**

**SECTION I
GENERAL**

1.1 SCOPE. The State of Texas, by and through the Texas Water Development Board (TWDB) seeks Groundwater Quality Analysis Services (Services) in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the Services requested herein and to be provided under any contract(s) awarded as a result of this RFP are for Services during the State of Texas Fiscal Year beginning September 1, 2007, and ending August 31, 2008 (FY2008).

1.2 CONTRACT TERM. The Services requested shall be provided for a period of one year, beginning September 1, 2007 and ending August 31, 2008 (FY2008). The contract for Services may be renewed for up to one (1) year (September 1, 2008 and ending August 31, 2009), provided all terms and conditions remain in full force and upon mutual agreement of both parties. The renewal, if exercised, is to be executed in the form of a contract amendment to be issued by TWDB no sooner than ninety (90) days prior to the expiration date of the initial contract, nor later than the final day of the contract period.

Refusal by either party not to exercise the renewal will cause the Services to expire on the original or mutually agreed upon date. The total period for the Services, including any renewals, will not exceed a maximum combined period of two (2) years.

1.3 COMPENSATION. Not to exceed \$384,000 for FY 2008.

1.4 DEFINITIONS. For purposes of this RFP, the following definitions apply:
(a) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and
(b) Contractor – Respondent whose Proposal results in a contract with TWDB.

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**SECTION II
STATEMENT OF WORK**

2.1 SERVICE REQUIREMENTS. Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words "may" or "can" allow Respondents to offer alternatives to the manner in which the Services are provided. The requested Services and corresponding deliverables are as follows:

(a) Scope: The TWDB intends to award an annual contract for the analysis of constituents listed in **Attachment 1a** and **Attachment 1b** of up to 1,000 samples during a one (1) year period. All Services provided must be tested in conformance with the United States Environmental Protection Agency (EPA) methodology.

(b) Standards: The Respondent will perform Services on the parameters requested and will complete all analyses according to the procedures set forth in "Standard Methods for the Examination of Water and Wastewater", current edition, or in "Methods for Chemical Analysis of Water and Wastewater", current edition. If a standard method is not available, the analytical method used must be a method approved by the TWDB's representative.

(c) Provision of sampling materials: The Contractor must, at no additional cost, provide and ship all packing materials, sample bottles, and pre-measured preservation acids of appropriate concentration in small, vials color-coded to match the larger sample bottle to the TWDB and their cooperating sampling entities upon request. The Contractor must retain the samples for 30 days after the Final Analytical Report has been submitted to the TWDB in the event that the TWDB requests re-analysis.

(d) Retesting: The TWDB may request that any questionable analytical results be retested. The retest must be performed in compliance with the holding time of the sample whenever possible. The cost of the retest will be absorbed by the Contractor if the retest produces different results, or whenever a cation/anion imbalance of greater than five percent (>5%) occurs.

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If the results of the retest are the same, the TWDB will pay for the cost of retesting.

(e) Sample logging: For samples that require both major ions and isotope analyses, the Contractor must log one work order rather than two or more, so that results for the same state well number are not reported separately and to streamline the billing process.

(f) Lab Analysis of Major Ions and Trace Elements: The Contractor will analyze all constituents listed in **Attachment 1a**. The TWDB may add or remove, at its discretion, additional analytes to this list during the period of the contract.

(g) Lab Analysis of Isotopes and Radiogenic Constituents: The contractor will analyze all constituents listed in **Attachment 1b**. However, the Contractor may subcontract analytical services with other laboratories upon prior approval by the TWDB. The TWDB may add or remove, at its discretion, individual analytes during the period of this contract.

(h) Delivery of Samples: The Contractor must be able to receive the samples in Austin, TX, 7 days a week, 24 hours a day, or, if from out of town, must provide its own ice chests and pay for shipping to the place of processing, while making sure the sample holding times are not exceeded during transport.

(i) Delivery of Results: The Contractor must submit the final analytical reports for analyses run in-house in paper copy and electronically (PDF and EDD, or electronic data deliverable, in the format specified in Attachment 1c) to the TWDB within a week of completion of analysis. The Contractor must return the original chain of custody records to TWDB within the same time frame. The final paper copy and PDF report must include the laboratory identification number, the state well number, the client identification number, the sample collection date, the analytical results, the methods used, the units of measure, the practical quantitative limits, the date analyzed, the analyst of record, and the STORET code for each analyte. The results of isotopic analyses must be mailed to TWDB's attention upon completion by the subcontracting lab.

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(j) On-line Posting of Results: The Contractor must post a copy, in PDF format, of the final results as "provisional data" on the Contractor's website, to be accessed by the public by state well number. The Contractor will also provide a link to any previous analyses for the sampled well that exist in the TWDB groundwater database through linking to the TWDB's Water Information Integration and Dissemination on-line mapping application.

(k) Inspections: The Contractor will allow inspection of its laboratory facilities and its analytical processes prior to award of a contract as well as during the term of the contract by TWDB.

(l) Invoicing: The contractor will provide TWDB with preliminary invoices for review upon completion of each work order. At the end of each month, the Contractor will provide TWDB a summary invoice for the month, and mail it to TWDB together with the individual invoices for payment.. Each individual invoice will include the individual analytes processed and the cost per analyte, number of samples analyzed, the total cost of the samples, and the dates of service; the contractor will also attach hard copies of the analytical results associated with the invoiced amounts as appropriate.

2.2 SUBCONTRACTORS. Subcontractors providing Services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontractor shall relieve the Contractor's responsibility for ensuring the requested services are provided. Contractors planning to subcontract all or a portion of the work to be performed for the analysis of constituents listed in Attachment 1b shall identify the proposed subcontractors, with the understanding, as indicated in 2.1 (g), that the subcontractors are subject to TWDB approval.

2.3 PERFORMANCE TRACKING. TWDB will monitor the performance of the Contract issued under this RFP. All Services under the Contract shall be performed on the parameters requested and all analyses will be completed according to the procedures set forth in "Standard Methods for the Examination of Water and Wastewater," current edition, or in "Methods for Chemical Analysis of Water and Wasters," current edition. If a standard method is not available, the analytical method used must be a method approved by the TWDB's representative.

SECTION III

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GENERAL INFORMATION

3.1 SCHEDULE OF EVENTS. The solicitation process for this RFP will proceed according to the following schedule:

EVENT DATE (Central Daylight Time)

Issue RFP	July 13, 2007
Deadline for Submission of RFP	5:00 pm - July 30, 2007
Expected Award of Contract	August 28, 2007
Expected Contract Start Date	September 1, 2007

3.2 REVISIONS TO SCHEDULE. TWDB reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents as an addendum posted on the Electronic State Business Daily.

3.3 RFP REQUIREMENTS

(a) Submissions:

Respondents shall submit one (1) original RFP along with ten (10) double-sided according to item (d) below. RFP pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the RFP.

(b) Costs:

Respondents are responsible for all costs in the preparation and delivery of this RFP to TWDB.

(c) Copyrights:

TWDB will not consider any RFP that bears a copyright. RFP will be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a RFP, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least **14 point font**.

(d) Contents:

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Listed below is a summary of all information to be included in a response to the RFP submitted. TWDB reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors that serve in the best interest of the state.

(1) Respondent Information: Include, on cover sheet of the proposal, the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.

(2) Exhibit A – Historically Underutilized Businesses (HUB) Subcontracting Plan. The HUB Subcontracting Plan (Plan) shall be completed, signed, and returned with the RFP. Include all subcontractors on the Plan; state whether each subcontractor is certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed. Failure to complete and return the Plan with the submitted Proposal will result in rejection and disqualification of the RFP.

(3) Exhibit B – Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.

(4) Exhibit C– Proposed Products or Services: With respect to each of the services outlined in Section 2.1, provide the information requested below, in spreadsheet format where appropriate:

(a) **Experience and Qualifications:** Describe services your organization has provided in the past 5 years that demonstrate your organization's capability to carry out the Services described herewithin. Include the nature of the services provided, scope of activities, and the organization for which the service was provided, specifying any experience in providing similar services to public entities. Include copies of

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all accreditations, approvals, and certification(s) described in 3.8.3. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

(b) **Methodology, Quality Control Limits, and Detection Limits:** Provide these items for analytes listed in Attachments 1a and 1b.

(c) **Compensation and Fees:** Provide a compensation schedule for each Service to be performed in response to this RFP.

(5) Exhibit D – References: Respondent will include with the RFP the name, addresses, and phone numbers of five (5) firms to which it has provided these types of services in the past three (3) years or with which it is under contract for such services presently and the names of company representatives who may be contacted for references and performance history. Respondent must supply credentials of the employee(s) doing the actual services including, but not limited to, the Analyst/Chemist of Record, the Project Manager, and the Sample Custodian. The TWDB may use other references to determine a Respondent's performance history. A single negative reference, in the TWDB's sole discretion, will be cause for disqualification of the Respondent's entire proposal.

(6) Exhibit E – Examples of administrative forms and technical documents: Respondent will include an example of the chain of custody form; the Final Analytical Report package; the electronic data file format; a copy of the laboratory's Quality Manual; and an archive schedule for samples, data, and final reports.

3.4 INQUIRIES.

(1) All inquiries shall be submitted in writing to Ms. Tina Newstrom at facsimile 512-475-3009 or by e-mail to Tina.Newstrom@twdb.state.tx.us.

(2) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TWDB will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its

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representatives. Failure to observe this restriction may result in disqualification of any subsequent RFP. This restriction does not preclude discussions unrelated to this RFP.

3.5 PROPOSAL SUBMISSION.

(1) All RFPs shall be received and time stamped at TWDB on the date specified in the Schedule of Events above. TWDB reserves the right to reject late submittals.

(2) RFPs should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver the RFP to TWDB by the specified date.

(3) Telephone, facsimile for emailed RFPs will not be accepted.

(4) Receipt of all addenda, if applicable, to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted RFP.

3.6 DELIVERY OF PROPOSALS.

RFP may be submitted to TWDB by one of the following methods:

**U.S. Postal Service
Overnight/Express Mail
Hand Deliver**

Texas Water Development Board
Purchasing
P.O. Box 13231
Austin, TX 78711-3231
1700 North Congress Avenue, Room 533
Austin, TX 78701
Hours – 8:00 to 5:00

3.7 PROPOSAL OPENING.

Proposals will be opened at 1700 North Congress, Room 533, Austin, Texas.

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(1) All submitted RFPs become the property of TWDB after the submittal deadline/opening date.

(2) RFPs submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TWDB, whichever occurs earlier.

3.8 PROPOSAL EVALUATION AND AWARD.

(1) TWDB shall award a contract to a Respondent whose RFP is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Title 10, Section 2155.074.

(2) A committee will be established by TWDB and will include TWDB employees to evaluate the RFPs.

(3) The evaluation committee will determine best value by applying the following criteria:

Points available	
100	Price for routine analytes in Attachment 1a.
5 years = 5 10 years or more = 10	Certification that respondent has a minimum of five (5) years experience as an analytical laboratory performing all of the routine analytes requested in Attachment 1b of this bid.
Partial compliance = 0 Total compliance = 10	Conformance with U.S. Environmental Protection Agency (U.S. EPA) methodology for analytes in Attachment 1a,1b.
Yes = 10; No = 0	Accredited in accordance with The National Environmental Laboratory Accreditation Conference (NELAC) standards.
0 - 10	Ability, capacity, and skill to perform the contract or provide the service required, including efficient invoicing and billing.
0 - 10	Experience, including capabilities in the area of services to be provided.
0 - 10	Sufficiency of the respondent's financial resources and ability to perform the contract or provide the service.
0 - 10	Analytical limits, including but not limited to quality control limits.
0 - 10	History of performance.
0 - 5	Character, responsibility, integrity, and reputation.
0 - 5	Responsiveness of the bid.

(4) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TWDB may, at its discretion, elect to have Respondents provide oral

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presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TWDB and will be extended in writing.

(5) In evaluating Proposals to determine the best value for the State, TWDB may consider information related to past contract performance of a Respondent including, but not limited to, Texas Building and Procurement Commission (TBPC) Contractor Performance Tracking System (available at <http://www.tbpc.state.tx.us/stpurch/venvpts.html>).

**SECTION IV
GENERAL TERMS AND CONDITIONS**

4.1 Any Contract awarded as a result of this RFP will contain the general terms and conditions listed in Attachment 2. Subcontractors are also obliged to comply with these provisions.

4.2 The Contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

4.3 PATENTS OR COPYRIGHTS.

The Contractor agrees to protect the State and TWDB from claims involving infringement of patents or copyrights.

4.4 CONTRACTOR ASSIGNMENTS. Contractor hereby assigns to TWDB any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

4.5 RESPONDENT'S AFFIRMATION. Signing this RFP (Exhibit B – Execution of Request for Proposal) with a false statement is a material breach of contract and shall void the submitted RFP or any resulting contracts, and

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the respondent shall be removed from all bid lists. By signature hereon affixed on Exhibit B the respondent hereby certifies that:

(a) The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

(b) Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 4.4 above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.

(c) Pursuant to Section 2155.004, Government Code, the respondent has not received compensation for participation in the preparation of the specifications for this RFP.

(d) Pursuant to Section 231.006 (d), Family Code, re: child support, the respondent certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

(e) Under Section 2155.004 Government Code, the respondent certifies that the individual or business entity named in this RFP or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(f) The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

(g) Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

(h) Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the bid to be evaluated:

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Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Respondent: _____

Date of Employment with Respondent: _____

(i) Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

(j) Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conducting of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

4.6 The Texas Water Development Board (TWDB) is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/Contractors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

4.7 Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of

the business entity submitting the bid. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.

Name

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Social Security Number:

Name:

Social Security Number:

Name:

Social Security Number:

Name:

Social Security Number:

4.8 Any terms and conditions attached to a RFP will not be considered unless specifically referred to on this RFP form and may result in disqualification of the bid.

4.9 The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the TWDB and the contractor to attempt to resolve all disputes arising under this contract.

4.10 NON-APPROPRIATION OF FUNDS.

The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

4.11 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public

Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the respondent.

4.12 TECHNOLOGY ACCESS CLAUSE. The Contractor expressly acknowledges that state funds may not be expended in connection with the

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purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

1. providing equivalent access for effective use by both visual and non visual means;
2. presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

4.13 Exemption Declaration. Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."

4.14 Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Administrative Code, Rule 111.4. The Rule outlines the ethical standards required of public purchasers, employees, and Contractors who interact with public purchasers in the conduct of state business.

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4.15 Specifically, a TWDB employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TWDB or purchasers of other state agencies.

4.16 Respondents understand that the TWDB does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency's Internal Audit Director at 512-463-7978 or Shari.Daffern@twdb.state.tx.us

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Attachment 1a

List of Routine Analytes (to be analyzed with specified methodology or instrument, if applicable) and Cation/Anion Balance

Alkalinity, Total
Alkalinity, Phenol
Bromide
Chloride
Fluoride
Nitrate, nitrite/nitrate, Automated Flow Analysis (AFA)
Silica
Sulfate
Aluminum, dissolved, Inductively Coupled Plasma Mass Spectrometer (ICPMS)
Antimony, dissolved, ICPMS
Arsenic, dissolved, ICPMS
Barium, dissolved, ICPMS
Beryllium, dissolved, ICPMS
Boron, dissolved
Cobalt, dissolved, ICPMS
Copper, dissolved, ICPMS
Iron, dissolved
Lead, dissolved, ICPMS
Lithium, dissolved, ICPMS
Manganese, dissolved, ICPMS
Molybdenum dissolved, ICPMS
Selenium, dissolved, ICPMS
Strontium, dissolved
Thallium, dissolved, ICPMS
Vanadium, dissolved, ICPMS
Zinc, dissolved, ICPMS
Calcium, dissolved
Magnesium, dissolved
Potassium, dissolved
Sodium, dissolved
Cadmium, dissolved, ICPMS
Chromium, dissolved, ICPMS
Uranium, dissolved, ICPMS
Cation/Anion Balance

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Attachment 1b

List of Isotopic and Radiogenic Analytes

Gross Alpha, total
Uranium-series (U-234, U-235, U-238)
Radium (226/228)
Tritium (secondary enrichment)
Carbon-14 with carbon-13 correction
Carbon-14, Accelerator Mass Spectrometry Technique (AMS Technique)
Oxygen-18
Deuterium
Sulfur-34 and oxygen-18 on sulfates
Chlorine-36
Strontium-87/Strontium-86
Iodide

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Attachment 1c.

Example of electronic data format for submittal of analysis results by state well number.

Update dbo.waterqua set q00415_phen_alk = 9	q00415_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
Update dbo.waterqua set q00410_total_alk = 309	q00410_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1106 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1095 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1000 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1005 14 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1010 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1020 153 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 71870 < 0.5 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1025 < 1 null);
Update dbo.waterqua set q00910_calcium_mgl = 3.2	q00910_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
Update dbo.waterqua set q00940_chloride_mg = 65	q00940_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1030 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1035 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1040 < 1 null);
Update dbo.waterqua set q00951_fluoride_mg = 0.2	q00951_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1046 < 30 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1049 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1130 29 null);
Update dbo.waterqua set q00920_magnes_mgl = 1.3	q00920_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1056 3 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1060 < 1 null);
Update dbo.waterqua set q71850_nitrate_mgl = 0.4427	q71850_flag = "<" where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 631 < 0.1 null);
Update dbo.waterqua set q00937_potass_mgl = 1.5	q00937_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1145 < 1 null);
Update dbo.waterqua set q00955_silica_mgl = 9.8	q00955_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
Update dbo.waterqua set q00929_sodium_mgl = 190	q00929_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1080 273 null);
Update dbo.waterqua set q01080_strontium = 0.273	q01080_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
Update dbo.waterqua set q00945_sulfate_mgl = 34	q00945_flag = " " where state_well_number = 1939701 and mm_date = 03 and dd_date = 27 and yydate = 2007;
insert into dbo.infreqconst values (1939701	3 27 2007 1 1057 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1085 < 1 null);
insert into dbo.infreqconst values (1939701	3 27 2007 1 1090 < 2 null);

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STATE OF TEXAS

TWDB Contract No. _____

COUNTY OF TRAVIS

Research and Planning Fund
and General Revenue Fund

Professional Services Agreement

CONTRACTOR

THIS Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "BOARD") and CONTRACTOR (hereinafter "CONTRACTOR (S)"), is composed of two parts, Section I. Specific conditions and exceptions to the standard agreement and Section II. Standard Agreement. The terms and conditions set forth in Section I will take precedence over terms and conditions in Section II.

**SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS
TO STANDARD AGREEMENT**

ARTICLE I. DEFINITIONS: For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

- A. BOARD - The Texas Water Development Board, or its designated representative
- B. CONTRACTOR (S) -
- C. EXECUTIVE ADMINISTRATOR - The Executive Administrator of the Board or his designated representative
- D. PARTICIPANT (S) – n/a
- E. RESEARCH PROJECT – To analyze groundwater quality samples for the BOARD's groundwater quality monitoring program.
- F. BOARD APPROVAL DATE –

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- G. DEADLINE FOR CONTRACT EXECUTION -
- H. CONTRACT INITIATION DATE -
- I. EXPIRATION DATE –
- J. TOTAL STUDY COSTS –
- K. INVOICE SUBMISSION SCHEDULE - Monthly
- L. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – n/a

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in duplicate originals.

TEXAS WATER DEVELOPMENT
BOARD

CONTRACTOR

William F. Mullican, III
Deputy Executive Administrator
For Planning

Date: _____

Date: _____

**Attachment 2
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SECTION II. STANDARD AGREEMENT

ARTICLE I. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. The CONTRACTOR(S) will conduct analytical services on the parameters requested. If a standard method is not available, the analytical method used should be a method approved by the BOARD's representative.
2. Analytical results of each sampled site will be provided to the BOARD every 6 - 10 weeks. Data will be provided by hard copy and as specified.
3. The CONTRACTOR(S) will provide sample containers and packing materials, as specified, to the BOARD.

ARTICLE II. REPORTS AND OTHER PRODUCTS

1. The term of this CONTRACT shall begin and the CONTRACTOR(S) shall begin performing its obligations hereunder on the BOARD APPROVAL DATE and shall expire on the STUDY COMPLETION DATE.
2. The CONTRACTOR(S) will submit analytical results with submittal of invoices according to the INVOICE SUBMISSION SCHEDULE and Exhibit A, Cost Schedule. Results shall be provided in written form.
3. A compliance report in accordance with Texas Administrative Code (TAC) Title 1, Part 5, Chapter 111, Subchapter B, Rule §111.14; The CONTRACTOR shall maintain business records documenting its compliance with the approved Historically Underutilized Business subcontracting plan in the format prescribed by the Texas Building and Procurement Commission (Exhibit B). The compliance reports must include payment information on all HUB and non-HUB subcontractors. Submittal of these monthly compliance reports is required as a condition of payment.
4. The BOARD will monitor the HUB subcontracting plan monthly to ensure the value of the subcontracts meets or exceeds the HUB subcontracting provisions specified in the contract. CONTRACTOR(S) who fail to

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implement the HUB subcontracting plan in good faith will be reported to Texas Building and Procurement Commission. The BOARD may revoke the contract for breach of contract and make a claim against the contractor.

ARTICLE III. COMPENSATION AND REIMBURSEMENT

1. The BOARD agrees to compensate and reimburse the CONTRACTOR(S) in total amount not to exceed the total amount of this contract.
2. The CONTRACTOR(S) shall submit invoices only for samples analyzed. Invoices will be provided at the time analytical results are released, every 6 – 10 weeks.
3. Invoices will summarize number of samples analyzed and price per sample.
4. By executing this Contract, the CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

ARTICLE IV. AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the CONTRACTOR (S). Upon receipt of such termination notice, the CONTRACTOR (S) shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and shall proceed to cancel promptly all existing orders insofar as such orders

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are chargeable to this CONTRACT. The CONTRACTOR (S) shall submit a statement showing in detail the work performed under this CONTRACT to the date of termination. The BOARD shall then pay the CONTRACTOR (S) promptly that proportion of the prescribed fee, which applies to the work, actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT shall be delivered to the BOARD.

2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR (S) at any time. Upon receipt of such order, the CONTRACTOR (S) shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the CONTRACTOR (S) of the Stop Work Order, the CONTRACTOR (S) shall regard this CONTRACT terminated in accordance with the foregoing provisions.

ARTICLE V. NO DEBT AGAINST THE STATE

1. This CONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this CONTRACT transcends the biennium in which this CONTRACT is entered into, this CONTRACT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.

ARTICLE VI. LICENSES, PERMIT, AND INSURANCE

1. The CONTRACTOR (S) is an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR (S) shall obtain all necessary insurance, in the judgement of the CONTRACTOR (S), to protect themselves, the BOARD, and employees and officials of the BOARD from liability arising out of this CONTRACT. The CONTRACTOR (S) shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the CONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury,

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death, or property damage of any nature whatsoever caused by the CONTRACTOR (S), arising out of the activities under this CONTRACT.

2. The CONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR (S) to perform the subject work.

ARTICLE VII. SEVERANCE PROVISION

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain of full force and effect.

ARTICLE VIII. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260 of the Government Code shall be used, as further described herein, by the Texas Water Development Board and the contractor to attempt to resolve any claim for breach of contract made by the contractor.

(1) A claim of breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate this process, the contractor must submit written notice, as required by Subchapter B, to the Executive Administrator of the Texas Water Development Board. The notice must specifically state the nature of the alleged breach, the amount the contractor seeks as damages, and the legal theory of recovery. The notice must be provided to the Executive Administrator no later than the 180th day after the date of the event giving rise to the claim. A copy of the notice shall also be given to all other representatives of the Board and the contractor otherwise entitled to notice under the parties' contract. Compliance with the requirements of Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

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(2) The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of the contract by the Texas Water Development Board if the parties are unable to resolve their disputes under subparagraph (2) of this paragraph.

(3) Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Water Development Board nor any other conduct of any representative of the Board relating to the contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of the contractor's claim is governed by Chapter 2260, Government Code, and the published rules adopted by the Texas Water Development Board pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 31 T.A.C. Chapter 353, Subchapter D.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

ARTICLE IX. CORRESPONDENCE

All correspondence between the parties shall be made to the following addresses:

For the **BOARD**:
Texas Water Development Board
P. O. Box 13231
1700 N. Congress Avenue
Austin, Texas 78711-3231
Attention: Phyllis Thomas

**Texas Water Development Board
Request for Proposal #580-07-1167 for
Groundwater Quality Analysis Service**

Exhibit A – HUB Subcontracting Plan

**Texas Water Development Board
Request for Proposal #580-07-1167 for
Groundwater Quality Analysis Service**

Exhibit B – Execution of Proposal

Texas Water Development Board

Company Name: _____

Address: _____

I, _____ am the above-referenced company's representative and I am authorized to submit a proposal for this Request for Proposals.

Authorize Signature

Date

**Texas Water Development Board
Request for Proposal #580-07-1167 for
Groundwater Quality Analysis Service**

Exhibit C – Proposed Products and Services

**Texas Water Development Board
Request for Proposal #580-07-1167 for
Groundwater Quality Analysis Service**

Exhibit D – References

**Texas Water Development Board
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Exhibit E - Examples of Administrative Forms and Technical Documents