



REQUEST FOR PROPOSAL  
No. RFP10-21

## LABORATORY SERVICES

Proposal Due Date: February 17, 2021 at 11:00 A.M. MDT

Proposal must be sealed and delivered to:

EPWater

Attention: Gretchen Garcia, Procurement Analyst  
1154 Hawkins Boulevard  
El Paso, Texas 79925

Proposals received after the date and time specified above will not be accepted and will be returned unopened. The RFP documents, including addendums, will be posted to the EPWater website at [www.epwater.org](http://www.epwater.org). Proposals received and accepted shall become the property of EPWater and will **NOT** be returned.

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

Procedural or contractual questions can be directed to Gretchen Garcia, Procurement Analyst at [gegarcia@epwater.org](mailto:gegarcia@epwater.org)

Instructions to Bidders:

Item # 13 - Bid Security

Item # 14 - Payment & Performance Bond

Are **NOT** required for this RFP.

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## PART 1 – PROJECT INTRODUCTION

### GENERAL:

EPWater is accepting proposals for Laboratory Services. The technical services to be provided are for analysis of parameters needed to meet the requirement of the Safe Drinking Water Act, Clean Water Act, Resource Conservation and Recovery Act, Clean Air Act, etc. This will include, but not be limited to, state regulations/permits for water and wastewater, Texas Pollutant Discharge Elimination Systems (TPDES) requirements, Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) requests/orders for information and monitoring requirements.

### SELECTION:

The Laboratories, hereafter known as the Contract Laboratories, shall be selected on the basis of the responsiveness of the submittal, cost and manpower estimates. A Committee will be assembled to evaluate the proposals. The Utility can award up to two contracts to the respondents that submit proposals which receives the highest cumulative score for each of the evaluation factors delineated herein. The selection will be based on the following criteria:

### TECHNICAL COMPETENCE:

**Methodology:** The committee will evaluate the methods used by the Contract Laboratory to perform the analysis of parameters specified in the project scope. The Contract Laboratory must demonstrate its ability to perform the analyses as specified by the appropriate regulatory agency and shall provide **all information necessary** to support this claim. The committee will also review the Laboratory's capacity and commitment to method development as needed by the EPWater.

**Quality Control/Quality Assurance (QC/QA):** The committee will evaluate the Contract Laboratory QC/QA program and its capacity to fully meet the requirements of the project as described in the project scope.

**Capabilities:** The committee will evaluate the capacity of the Contract Laboratory to fully understand and deal with the requirements of the project. The committee will review the Contract Laboratory's laboratory manual and ancillary programs to ensure that they will meet the needs of the EPWater. The Contract Laboratory's capacity will also include their ability to meet EPWater's maximum turn-around time for required analysis.

**Reliability:** The committee will evaluate the Contract Laboratory's ability to meet the requirements of the project. The committee will review the qualifications of the staff, the level of expertise of the staff confidentiality and the Contract Laboratory's capacity to meet the needs of the project with its available resources. The committee will, at its discretion, contact listed references to investigate relevant experience.

### COST:

**Cost:** The committee will review the costs for analysis and manpower. This will be used as a criterion in the evaluation. The committee will take into account any threshold discounts or other discounts that may be offered by the Contract Laboratory.

## IMPORTANT DATES

(All times are Mountain Daylight Time):

Advertisement Dates:	January 28 & February 4, 2021
Deadline for mailed/emailed written questions:	February 8, 2021 at 5:00 PM
Date answers to questions posted on website:	February 10, 2021 by 5:00 PM
Deadline for receipt of proposals:	February 17, 2021 at 11:00 AM

Proposals received after the date and time specified above will not be accepted and will be returned unopened. Interested parties that will be submitting a proposal are requested not to contact or lobby any member of the committee or the Public Service Board. The committee will evaluate each proposal based on the criteria described in the Evaluation Criteria contained within this proposal. Proposals received and accepted shall become the property of the EPWater and will **NOT** be returned.

NOTE: The submittal package shall consist of one original (signed blue ink) and one (1) copy of a bound file, with four (4) electronic copies on USB drives, the files shall be compatible with Microsoft Word or Adobe Reader.

## SELECTION PROCEDURE

The **LABORATORY SERVICES** successful respondent shall be selected on the basis of the responsiveness of the submittal and the criteria contained within Part Three of this RFP Evaluation Criteria. A committee made up of EPWater personnel will review and evaluate the proposals. The proposals will be scored in the areas of methodology, quality assurance, capabilities, reliability and cost. Each area will be weighed as follows: Methodology – 90 points, Quality Assurance – 35 points, Capabilities – 40 points, Reliability – 35 points and Cost – 200 points for a total of 400 possible points. All scoring is final.

It is the Successful respondents' responsibility to ensure that all of the required information is submitted with their proposal. Failure to submit the required information listed within this RFP may render the respondent non-responsive to the solicitation, thus resulting in rejection. The proposal shall thoroughly describe the methods, staffing, relevant experience, and strategies developed to fulfill the project requirements.

All offers are subject to the terms and conditions of this Request for Proposal. Material exceptions to the terms and conditions, or failure to meet the minimum specifications, may render the respondent non-responsive to the solicitation. Sections of this RFP require submittals as part of the deliverables for the RFP; such as, submittals, costs and other required documents.

## PART 2 – PROJECT SCOPE

### EPWATER REQUIREMENTS

EPWater requires a contract with the Contract Laboratory for a period of not less than one year. The contract may be extended on a one-year basis for up to five additional years, if mutually agreeable, and the conditions of the contract remain the same. EPWater will not specify a particular number of analyses that will be done during the contract period. EPWater reserves the right to make changes to the contract in order to meet its analytical testing requirements. Any changes will be made after consultation with the Contract Laboratory under contract.

Any questions regarding this proposal should be directed to:

Gretchen Garcia, Procurement Analyst  
[gegarcia@epwater.org](mailto:gegarcia@epwater.org)  
El Paso Water  
P.O. Box 511  
El Paso, Texas 79925  
FAX #: (915) 594-5689  
Telephone #: (915) 594-5639

Interested Contract Laboratories shall submit a proposal, which at minimum addresses the requirements described below. A checklist is provided in **Appendix B**, which will aid the Contract Laboratories in providing all the necessary information. The checklist will be used by the Committee to ensure that interested Contract Laboratories have submitted all the information necessary to evaluate the proposal; **NOTE: FAILURE TO PROVIDE COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE SELECTION PROCESS. A price list form is provided in Excel format.**

### METHODOLOGY

- It is intent of EPWater to have the Contract Laboratory meet and satisfy all outside laboratory service's needs.
- The Contract Laboratory (or a Sub-Contract Laboratory) must be The NELAC Institute (TNI) accredited by the State of Texas.
- EPWater will require that all analyses be done by EPA approved methods. If a particular analysis does not have an EPA approved method, but another approved method is available, an approving agency and method identification will be provided. In the case of no approved method the Contract Laboratory will provide information indicating if the analysis will be performed. If so, the Contract Laboratory will provide a method. In no case shall EPWater be liable for method development cost.
- A list of methods and associated MALs (minimum analytical limits) for each parameter is provided in **Appendix A**. In no case will the Contract Laboratory be allowed to make changes to the list of methods. The Contract Laboratory **must** meet all MALs listed in **Appendix A**. This is of the utmost importance for the *TCEQ Permit Renewal List*.
- The MALs listed in 30 TAC Chapter 307 & TCEQ Permit Renewal List must be absolutely guaranteed. For the remainder of the analyses listed in Appendix A, an evaluation of the MALs will be based on completeness and the ability of the laboratory to achieve the stated MAL. In the event that the MAL listed is untenable; evaluation will be based on the MALs provided.
- The Contract Laboratory must provide method numbers and limits of quantitation (LOQs) for the parameters listed in **Appendix A**. The LOQ may be defined as the lowest level at which the Contract Laboratory analyzes a standard and can support the value reported.
- The Contract Laboratory **must** complete the price list included in **Appendix A**. Any additional incentives or discounts should be appended to the price list.

## QUALITY ASSURANCE (QA)

- The Contract Laboratory shall submit its Quality Assurance Manual for review by the EPWater Selection Committee.
- Information pertaining to the latest participation in proficiency evaluations and certification programs must be included.
- The Contract Laboratory must have a Corrective Action program and submit three recent Corrective Action procedures that have been investigated and implemented in the laboratory.
- The Contract Laboratory must provide information regarding the precision and accuracy requirements for each parameter.
- Analyses that fail minimum QA requirements must be flagged and have a statement explaining the reason for the failure.
- EPWater may require the Contract Laboratory to submit chromatograms or other RAW data with the analytical results at **no additional charge**. EPWater will inform the Contract Laboratory of the samples that require chromatograms. The chromatograms for all organic analysis will be saved for a period of one year.

## CAPABILITIES

- The Contract Laboratory will designate a project manager.
- The Contract Laboratory will provide a procedure for addressing discrepancies that may occur.
- EPWater shall designate a Sample Specialist whose duty will be to ensure the integrity of any sample sent to the Contract Laboratory.
- The Contract Laboratory will provide a chain-of-custody form that will accompany sample(s) sent to the Contract Laboratory. It must contain, at minimum, the following information:

<i>Date of shipment</i>	<i>Page number</i>
<i>Sample identification</i>	<i>Name of sender</i>
<i>Sample identification number</i>	<i>Name of receiver</i>
<i>Number and size of containers</i>	<i>Date received</i>
<i>Analysis requested</i>	<i>Comment</i>

- EPWater will ship samples using the Contract Laboratory chain-of-custody form.
- The Contract Laboratory will return a copy of the chain-of-custody form with the analytical results.
- The Contract Laboratory will notify EPWater of receipt of samples and the analysis requested. Notification will be made within three days via email to the Laboratory Manager or QC Chemist.
- The Contract Laboratory will provide containers with preservatives to EPWater; containers will be shipped at the expense of the Contract Laboratory to EPWater, International Water Quality Laboratory, 4100L Delta Drive, El Paso, Texas, 79905.
- If EPWater requests sample containers be expedited, EPWater will specify the manner of shipment and incur the cost for that shipment.
- The EPWater will pay for shipping charges to the Contract Laboratory. EPWater preferred method of shipping samples to the Contract Laboratory is via Federal Express.
- The Contract Laboratory must specify in the bid submittal the preferred shipper.
- EPWater requires a guaranteed maximum turn-around time of 21 calendar days for all its samples (to include holidays and weekends). The measurement of the turnaround time will commence the day the Contract Laboratory receives the samples and shall end the day the EPWater receives the report. **Final reports not received within this time frame will result in the termination of the contract.** Final reports **must** include all analyses requested.
- The Contract Laboratory will be advised by EPWater if a turnaround time of less than 21 calendar days will be required. The Contract Laboratory will provide a standard surcharge (based on percent of unit price) for turnaround time (TATs) of less than 21 calendar days.
- If EPWater selects more than one Contract Laboratory, the highest ranked bidder will be selected as the primary laboratory (PL) and second highest as the secondary laboratory (SL).
- If the PL is not meeting performance measures indicated in this section, Utility may assign to the SL at the Utility's discretion.

- EPWater agrees to pay the Contract Laboratory 2% of the cost of the particular analysis per day, for a maximum of five days as a payment for early completion.
- The Contract Laboratory must provide a sample of its reporting format. EPWater will require the following minimum information on the report:

<i>EPWater sample identification number</i>	<i>Date report issued</i>
<i>EPWater project name</i>	<i>Report identification number</i>
<i>Sample identification</i>	<i>Result:</i>
<i>Date sample was collected</i>	<i>Water, wastewater, and other liquids</i>
<i>Date sample was received</i>	<i>Metals (mg/L)</i>
<i>Analyst performing the analysis</i>	<i>Inorganics (mg/L)</i>
<i>Date and time sample was analyzed</i>	<i>Organics (µg/L)</i>
<i>Method used for analysis</i>	<i>Sludges (mg/kg); dry weight basis</i>
<i>Reporting Limit for each parameter</i>	<i>Others (mg/L); or as required</i>

- The report will list only **one** method for each parameter.
- The report format will allow for flagging of data that may be unusual or that deviates from the Contract Laboratory's established QA program.
- The report will be paginated and each new sample must begin a new page.
- A separate QA report for the group of samples must be submitted with a report.
- The Contract Laboratory will be required to submit *yearly* electronic deliverables for all analysis performed for EPWater during the year. The data will be submitted on digital media. The information will be an electronic image of all analytical reports, chain of custody and QC reports delivered to EPWater.
- The Contract Laboratory must submit a list of the type and quantity of analytical instrumentation available at its facility. EPWater will review the list and determine if the Contract Laboratory is capable of performing the analyses required.
- The Contract Laboratory will provide a formal procedure to address questions and evaluate complaints.
- The Contract Laboratory must submit a Disaster Recovery program.
- EPWater requires that the Contract Laboratory have the capability to perform all analyses indicated in **Appendix A** and demonstrate this ability in the proposal. It may be necessary for the Contract Laboratory to subcontract tests. The Contract Laboratory shall identify the subcontract laboratory performing the analysis.
- The Contract Laboratory, once selected, will not be allowed to transfer this contract to another laboratory and may not subcontract out any part or portion of its work (other than that specified in the bid submittal) without the prior consent of EPWater. If the Contract Laboratory seeks such consent, it must demonstrate that the subcontracted laboratory will adhere to the requirements and guidelines of this agreement.
- The Contract Laboratory shall be responsible for work performed by the subcontract laboratory(s) and for the subcontract laboratory meeting all specifications of the contract.

## RELIABILITY

- The Contract Laboratory must submit with the proposal, a company profile which includes the location of the laboratory, size of laboratory, years in business, total staffing, general clientele, major laboratory divisions and any other pertinent information.
- The Contract Laboratory must provide, in the proposal, information on the reliability of its services. To achieve this, the Contract Laboratory shall submit information on key staff qualifications and their availability.
- In addition to this information the Contract Laboratory shall submit a list of five customers for which they have done similar water and wastewater work; the information submitted must be as follows:

Customer Name  
Address  
Telephone number  
Contact person



*These references may be contacted to determine the reliability of the bidder.*

- EPWater will require assurances that data generated by the Contract Laboratory will be held in confidence.
- The Contract Laboratory must provide information on the security measures taken to prevent loss of data, change of data without authorization, and access to all information pertaining to data generated for EPWater.
- The Contract Laboratory will not release data to any other person(s) and/or establishment(s) without prior written consent from one of the following EPWater personnel:

Laboratory Services Manager  
Laboratory QC Chemist  
President/CEO  
Chief Operations Officer  
General Counsel

- The EPA will be an exception to this requirement. The Contract Laboratory is given advance notice that the EPA must have access to all sample data and quality assurance program data regarding EPWater at reasonable times and with no advance notice.

## **REVOCAION OF CONTRACT**

If the Contract Laboratory fails to meet the guidelines as established in this proposal, EPWater will deduct the cost of any additional sampling, analyses and/or report preparation from payment due. EPWater may, at its discretion, terminate this contract with the Contract Laboratory without incurring liability with the other party or any of its sub-vendors except for work already done. EPWater will base the revocation of the contract on changes to any of the requirements listed above. EPWater will pay for all services up to the termination date. The Contract Laboratory will receive a written notice of termination via certified mail at least fifteen (15) days prior to the termination date.

## PART 3 – GENERAL INFORMATION

### PRICE ESCALATION

A Price Escalation may be considered under the following conditions:

- a. Prices must be firm for at least the first 12-month period from award.
- b. A request for a price increase must be accompanied by a Certified Letter from the vendor'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 Request for Proposal and re-competing our requirements if the price escalation requested is above the current open market price. Cancellation of the contract will not affect any outstanding orders.
- d. All price increases accepted shall be effective for a 12-month period from the revised date of the Master Contract.

### PRICE DE-ESCALATION

If the Vendor receives a price decrease from the supplier, the Vendor is responsible to notify El Paso Water Utilities within two working days of the price decrease and pass the price decrease on to the Utility. The price decrease will be effective upon receipt of the price reduction from the Vendor.

### 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 the invoice or 30 days after acceptance of the **Laboratory Services**, whichever is later.

**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.

## Resident Bidder Information

### Respondent must answer the following questions:

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

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

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

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

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

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

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

[SECTION LEFT INTENTIONALLY BLANK]

## STATEMENT OF RESIDENCY

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

### **Definitions**

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

*Nonresident Respondent:* 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.

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Respondent'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 \_\_\_\_\_ ("Respondent") submitted its bid on Bid No. \_\_\_\_\_. I further attest that I am an authorized representative of Respondent or have been duly authorized to represent Respondent 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 Respondent will be void and EPWater may pursue any legal claims it may have against Respondent.*

[SIGNATURE ON NEXT PAGE]

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

\_\_\_\_\_

## INVOICES AND PAYMENTS

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 **LABORATORY SERVICES**, whichever is later.

**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.

- a. The Vendor shall submit invoices, in single copy, for each contract. Invoices covering more than one contract will not be accepted.
- b. Invoices shall reflect the Contract Number and/or the Purchase Order Number.
- c. Do not include Federal tax, State tax, or City Tax. EPWater shall furnish tax exemption certificate upon request.
- d. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.
- e. EPWater's obligation is payable only and solely from funds available for the purpose of this contract for good(s) and/or service(s). Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for good(s) and/or service(s) will be returned to the Vendor by EPWater.
- f. Mail invoices to:  
**EPWater Accounting Department**  
**P.O. Box 511**  
**El Paso, Texas 79961-0511**
- g. Vendor shall advise the Purchasing Department of any changes in its remittance addresses.
- h. All proper invoices received by EPWater will be paid within 30 days of El Paso Waters Utilities' receipt date of the invoice.
- i. If partial shipments or deliveries are authorized by EPWater, the Vendor shall be paid for the partial shipment or delivery as stated above.
- j. EPWater may withhold or off set the entire payment or part of any payment otherwise due to a Vendor, if good(s) or service(s) is/are defective or non-conforming.

## 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 AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against EPWater as required by law, EPWater will promptly forward to Vendor every demand, notice, summons or other process received by EPWater in any claim or legal proceedings contemplated herein. Vendor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause the to be negotiated the claim as the 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 this interest. EPWater will not be responsible for any loss or damage to the Vendor's property from any cause.

## **GRATUITIES**

EPWater may, by written notice to the Vendor, cancel this contract without liability to Vendor if it is determined by EPWater that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, 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 Vendor in providing such gratuities.

## **TERMINATION**

### **I. TERMINATION FOR CONVENIENCE**

EPWater may terminate this contract, in whole or in part, at any time by written notice to the Vendor. The Vendor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Vendor will promptly submit its termination claim to EPWater to be paid by the Vendor. If the Vendor has any property in its possession belonging to EPWater, the Vendor will account for the same and dispose of it in the manner EPWater directs.

### **II. TERMINATION FOR DEFAULT**

If the Vendor fails to comply with any provision of the contract, EPWater may terminate this contract for default. Termination shall be affected by serving a notice of intent to terminate the contract, with a copy to Surety, if applicable, setting forth the manner in which the Vendor is in default. The vendor will be given an opportunity to correct the problem within 30-calendar days before termination notice is rendered. EPWater shall have the right to immediately terminate the Contract for default if Vendor 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 Vendor failed to perform the services as required by the Contract or fails to correct the problem within 30-calendar days, EPWater shall have the right to obtain like services from another vendor in substitution for those due from the Vendor. 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 Vendor as damages. EPWater may deduct the damages from Vendor's account for services rendered prior to the termination or services rendered by Vendor pursuant to a different contract or pursue any other lawful means of recovery. The failure of EPWater to obtain substitute services and charge the Vendor under this clause is not a bar to any other remedy available for default.

## **FORCE MAJEURE**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to

remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### **AVAILABILITY OF FUNDS:**

The awarding of this contract is dependent upon the availability of funds. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by EPWater.

#### **VENUE**

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

#### **CONTRACT ADMINISTRATION:**

Administration of this Contract, on behalf of EPWater, is the responsibility of Gretchen Garcia, Procurement Analyst, who is your point of contact for general information or specific matters concerning this contract. Gretchen Garcia can be reached by telephone at (915) 594-5639, or by FAX at (915) 594-5689. Correspondence should be addressed to: EPWater, Purchasing and Contract Administration, Attn: Gretchen Garcia, 1154 Hawkins Blvd. El Paso, TX 79925. Please refer to RFP Number or Contract Number in all correspondence.

#### **INSURANCE**

For the duration of this contract and any extension hereof, Vendor 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 Vendor's performance of the Work and Vendor's other obligations under the Contract Documents, whether it is to be performed by Vendor, any Sub-vendor 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 vendor 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.



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

With respect to the above required insurance, 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:**

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

**Failure to submit insurance certification may result in contract cancellation.**

**Exception for insurance requirements:**

Above mentioned insurance conditions are not required if **all** quoted items on this Request for proposal are to be delivered through independent carrier and the respondent's personnel or respondent's sub-vendors and are not required to enter EPWater premises. **(Respondent is only responsible for obtaining proper insurance requirements from their selected independent delivery carrier)**

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

**CONE OF SILENCE**

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

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

The provisions do not apply to, among other communications:

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

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

The "Cone of Silence" applies to any and all potential sub-vendors as well.

## Part 4 - APPENDIX A

### LIST OF PARAMETERS

Note: "No-Bid" parameters will impact the selection process

**All columns not blacked out must be filled out by the vendor.**

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**40 CFR part 122 (Table II)**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)	Sludge Method	PQL (ug/Kg)
Table II Volatiles	Acrolein			50		
	Acrylonitrile			50		
	Benzene			10		
	Bromoform			10		
	Carbon tetrachloride			2		
	Chlorobenzene			10		
	Chlorodibromomethane			10		
	Chloroethane			50		
	2-Chloroethyl vinyl ether			10		
	Chloroform			10		
	Dichlorobromomethane			10		
	1,1-Dichloroethane			10		
	1,2-Dichloroethane			10		
	1,1-Dichloroethylene			10		
	1,2-Dichloropropane			10		
	1,3-Dichloropropylene			10		
	Ethylbenzene			10		
	Methyl bromide			50		
	Methyl chloride			50		
	Methylene chloride					
	1,1,2,2-Tetrachloroethane			10		
	Tetrachloroethylene			10		
	Toluene			10		
	1,2-trans-Dichloroethylene			10		
1,1,1-Trichloroethane			10			
1,1,2-Trichloroethane			10			
Trichloroethylene			10			
Vinyl chloride			10			
Table II Acids	2-Chlorophenol			10		
	2,4-Dichlorophenol			10		
	2,4-Dimethylphenol			10		
	4,6-Dinitro-o-cresol					
	2,4-Dinitrophenol			50		
	2-Nitrophenol			20		
	4-Nitrophenol			50		
	p-Chloro-m-cresol					
	Pentachlorophenol			1		
	Phenol			10		
	2,4,6-Trichlorophenol			10		
Table II Base\Neutrals	Acenaphthene			10		
	Acenaphthylene			10		
	Anthracene			10		
	Benzidine			50		
	Benzo(a)anthracene			5		
	Benzo(a)pyrene			5		
	3,4-Benzofluoranthene			10		
	Benzo(ghi)perylene			20		
	Benzo(k)fluoranthene			5		
	bis(2-Chloroethoxy)methane			10		
	bis(2-Chloroethyl)ether			10		
	bis(2-Chloroisopropyl)ether			10		
	bis(2-Ethylhexyl)phthalate			6		
	4,-Bromophenyl phenyl ether			10		
	Butylbenzyl phthalate			10		
	4-Chlorophenyl phenyl ether			10		
	2-Chloronapthalene			10		

**40 CFR part 122 (Table II) - CONTINUED**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)	Sludge Method	PQL (ug/Kg)	
Table II Base/Neutrals (Continued)	Chrysene			5			
	Dibenzo (a,h)anthracene			5			
	1,2-Dichlorobenzene			10			
	1,3-Dichlorobenzene			10			
	1,4-Dichlorobenzene			10			
	3,3'-Dichlorobenzidine			5			
	Diethyl phthalate			10			
	Dimethyl phthalate			10			
	Di-n-butyl phthalate			10			
	2,4-Dinitrotoluene			10			
	2,6-Dinitrotoluene			10			
	Di-n-octyl phthalate			10			
	1,2-Diphenylhydrazine			20			
	Fluoranthene			10			
	Fluorene			10			
	Hexachlorobenzene			5			
	Hexachlorobutadiene			10			
	Hexachlorocyclopentadiene			10			
	Hexachloroethane			20			
	Indeno(1,2,3-cd)pyrene			5			
	Isophorene			10			
	Napthalene			10			
	Nitrobenzene			10			
	N-Nitrosodimethylamine			50			
	N-Nitrosodiphenylamine			20			
	N-nitrosodi-n-propylamine			20			
	Phenanthrene			10			
	Pyrene			10			
	1,2,4-Trichlorobenzene			10			
	Table II Pesticides	Aldrin			0.01		
		alpha-BHC			0.05		
beta-BHC				0.05			
gamma-BHC				0.05			
delta-BHC				0.05			
Chlordane				0.15			
4,4'-DDT				0.02			
4,4'-DDE				0.10			
4,4'-DDD				0.10			
Dieldrin				0.02			
alpha-Endosulfan				0.01			
beta-Endosulfan				0.02			
Endosulfan sulfate				0.10			
Endrin				0.02			
Endrin Aldehyde				0.10			
Heptachlor				0.01			
Heptachlor epoxide				0.01			
Toxaphene				0.30			
PCB-1242				0.20			
PCB-1254				0.20			
PCB-1221				0.20			
PCB-1232				0.20			
PCB-1248				0.20			
PCB-1260			0.20				
PCB-1016			0.20				

**40 CFR part 122 (Table III)**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)	Sludge Method	PQL (ug/Kg)
Conventional Parameters	Cyanide, total			10		
	Phenols, total			10		
Table III Total Metals	Antimony, total			5		
	Arsenic, total			0.5		
	Barium, total			3		
	Beryllium, total			0.5		
	Cadmium, total			1		
	Chromium, total			3		
	Chromium, hexavalent			10		
	Copper, total			2		
	Lead, total			0.5		
	Mercury, total			0.005		
	Molybdenum			1.0		
	Nickel, total			2		
	Selenium, total			5		
	Silver, total			0.5		
	Thallium, total			0.5		
Zinc, total			5			

**40 CFR part 122 (Table IV)**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)	Sludge Method	PQL (ug/Kg)
Conventional Parameters	Bromide					
	Chlorine, Total Residual					
	Color					
	Fluoride					
	Nitrate/Nitrite					
	Nitrogen, Total Organic					
	HEM					
	SGT-HEM					
	Phosphorous, Total					
	Sulfate					
	Sulfide					
	Sulfite					
	Surfactants					
Table IV Total Metals	Aluminum, total					
	Barium, total					
	Boron, total					
	Cobalt, total					
	Iron, total					
	Magnesium, total					
	Molybdenum, total					
	Manganese, total					
	Tin, total					
Titanium, total						

**40 CFR part 122 (Table V)**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)	Sludge Method	PQL (ug/Kg)	
Table V Total Metals	Strontium			1			
	Uranium						
	Vanadium			5			
	Zirconium						
Table V Organics	Acetaldehyde*						
	Allyl alcohol						
	Allyl chloride						
	Amyl acetate						
	Aniline						
	Benzonitrile						
	Benzyl chloride						
	Butyl acetate						
	Butylamine						
	Captan						
	Carbaryl				5		
	Carbon disulfide						
	Chlorpyrifos				0.05		
	Coumaphos						
	Cresol				10		
	Crotonaldehyde						
	Cyclohexane						
	2,4-D				10		
	Diazinon				0.1		
	Dicamba						
	Dichlobenil						
	Dichlone						
	2,2-Dichloropropionic acid						
	Dichlorvos						
	Diethyl amine *						
	Dimethyl amine *						
	Dinitrobenzene						
	Diquat *						
	Disulfoton						
	Diuron						
	Epichlorohydrin						
	Ethion						
	Ethylene dibromide						
	Formaldehyde *						
	Furfural *						
	Guthion						
	Isoprene						
	Isopropanolamine dodecylbenzenesulfonate *						
	Kelthane						
	Kepone						
	Malathion				0.1		
	Mercaptodimethur						
Methoxychlor							
Methyl mercaptan							
Methyl methacrylate							
Methyl parathion							
Mevinphos							
Mexacarbate							
Monoethylamine *							
Monomethylamine *							
Naled							
Napthenic acid *							



**40 CFR part 122 (Table V) - CONTINUED**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)	Sludge Method	PQL (ug/Kg)
Table V Organics	Nitrotoluene					
	Parathion			0.1		
	Phenolsulfanate *					
	Phosgene *					
	Propargite *					
	Propylene oxide					
	Pyrethrins *					
	Quinoline					
	Resorcinol					
	Strychnine					
	Styrene					
	2,4,5, -T			2		
	TDE					
	2,4,5-TP			2		
	Trichlorofan					
	Triethanolamine dodecylbenzenesulfonate*					
	Triethylamine *					
	Trimethylamine *					
	Vinyl Acetate					
	Xylene				10	
Xylenol						

\* Method Unknown

**Texas Administrative Code (Chapter 307)**

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)
30 TAC	Aluminum			2.5
Chapter 307	Arsenic			0.5
	Barium			3
	bis(chloromethyl)ether*			
	Carbaryl			5
	Chloropyrifos			0.05
	Cresols			10
	2,4-D			0.7
	Danitol*			
	Demeton			0.2
	Diazinon			0.1
	Dicofol (Kelthane)			1
	Dioxin/Furans*			
	Diuron			0.09
	Fluoride			500
	Guthion			0.1
	Hexachlorophene			10
	Lead			0.5
	Malathion			0.1
	Methoxychlor			2
	Methyl-ethyl-ketone			50
	Mirex			0.2
	Nickel			2.0
	Nitrate-Nitrogen			100
	N-nitrosodiethylamine			20
	N-nitrosodi-n-butylamine			20
	Nonylphenol			333
	Parathion (ethyl)			0.1
	Pentachlorobenzene			20
	Pyridine			20
	Silver, as free ion			0.5
	Zinc			5
	1,2-dibromomethane			2
	1,2,4,5-tetrachlorobenzene			20
2,4,5-TP (Silvex)			0.30	
Tributyltin			0.01	
2,4,5-trichlorophenol			50	
Total trihalomethanes			10	

**Note: The TAC Chapter 307 MALs must be absolutely guaranteed**

**40 CFR part 433 (Total Toxic Organics)**

Category	Parameter	Wastewater Method	PQL (ug/L)
TTO 433 Volatiles	Acrolein		
	Acrylonitrile		
	Benzene		
	Bromoform		
	Carbon tetrachloride		
	Chlorobenzene		
	Chlorodibromomethane		
	Chloroethane		
	2-Chloroethyl vinyl ether		
	Chloroform		
	Dichlorobromomethane		
	1,1-Dichloroethane		
	1,2-Dichloroethane		
	1,1-Dichloroethylene		
	1,2-Dichloropropane		
	1,3-Dichloropropylene		
	Ethylbenzene		
	Methyl bromide		
	Methyl chloride		
	Methylene chloride		
	1,1,2,2-Tetrachloroethane		
	Tetrachloroethylene		
	Toluene		
	1,2-trans-Dichloroethylene		
	1,1,1-Trichloroethane		
1,1,2-Trichloroethane			
Trichloroethylene			
Vinyl chloride			
TTO 433 Acids	2-Chlorophenol		
	2,4-Dichlorophenol		
	2,4-Dimethylphenol		
	4,6-Dinitro-o-cresol		
	2,4-Dinitrophenol		
	2-Nitrophenol		
	4-Nitrophenol		
	Parachlorometa cresol		
	Pentachlorophenol		
	Phenol		
	2,4,6-Trichlorophenol		
TTO 433 Base/Neutrals	Acenaphthene		
	Acenaphthylene		
	Anthracene		
	Benzidine		
	Benzo(a)anthracene		
	Benzo(a)pyrene		
	3,4-Benzofluoranthene		
	Benzo(ghi)perylene		
	Benzo(k)fluoranthene		
	bis(2-Chloroethoxy)methane		
	Bis(2-chloroethyl)ether		
	bis(2-Chloroisopropyl)ether		
	bis (2-Ethylhexyl)phthalate		
	4,-Bromophenyl phenyl ether		
	Butylbenzyl phthalate		
4-Chlorophenyl phenyl ether			
2-Chloronaphthalene			

**40 CFR part 433 (Total Toxic Organics) - CONTINUED**

Category	Parameter	Wastewater Method	PQL (ug/L)
TTO 433 Base\Neutrals (Continued)	Chrysene		
	Dibenzo (a<h)anthracene		
	1,2-Dichlorobenzene		
	1,3-Dichlorobenzene		
	1,4-Dichlorobenzene		
	3,3'-Dichlorobenzidine		
	Diethyl phthalate		
	Dimethyl phthalate		
	Di-n-butyl phthalate		
	2,4-Dinitrotoluene		
	2,6-Dinitrotoluene		
	Di-n-octyl phthalate		
	1,2-Diphenylhydrazine		
	Fluoranthene		
	Fluorene		
	Hexachlorobenzene		
	Hexachlorobutadiene		
	Hexachlorocyclopentadiene		
	Hexachloroethane		
	Indeno(1,2,3-cd)pyrene		
	Isophorene		
	Napthalene		
	Nitrobenzene		
	N-Nitrosodimethylamine		
	N-Nitrosodiphenylamine		
	N-nitrosodi-n-propylamine		
	Phenanthrene		
	Pyrene		
1,2,4-Trichlorobenzene			
TTO 433 Pesticides	Aldrin		
	alpha-BHC		
	beta-BHC		
	gamma-BHC		
	delta-BHC		
	Chlordane		
	4,4'-DDT		
	4,4'-DDE		
	4,4'-DDD		
	Dieldrin		
	alpha-Endosulfan		
	beta-Endosulfan		
	Endosulfan sulfate		
	Endrin		
	Endrin Aldehyde		
	Heptachlor		
	Heptachlor epoxide		
	Toxaphene		
	PCB-1242		
	PCB-1254		
	PCB-1221		
	PCB-1232		
	PCB-1248		
	PCB-1260		
	PCB-1016		
2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)			

#### 40 CFR part 467 (Total Toxic Organics)

Category	Parameter	Wastewater Method	PQL (ug/L)
TTO 467 Volatiles	Ethylbenzene		
	Tetrachloroethylene		
	Toluene		
	Trichloroethylene		
TTO 467 Acids	2-Chlorophenol		
	p-Chloro-m-cresol		
	Phenol		
TTO 467 Base\Neutrals	Acenaphthene		
	Acenaphthylene		
	Anthracene		
	Benzo(a)pyrene		
	3,4-Benzofluoranthene		
	Benzo(ghi)perylene		
	Benzo(k)fluoranthene		
	bis (2-Ethylhexyl)phthalate		
	Chrysene		
	Dibenzo (a,h) anthracene		
	Diethyl phthalate		
	Di-n-butyl phthalate		
	2,4-Dinitrotoluene		
	1,2-Diphenylhydrazine		
	Fluoranthene		
	Fluorene		
	Indeno(1,2,3-cd)pyrene		
	Isophorone		
	Napthalene		
	N-Nitrosodiphenylamine		
Phenanthrene			
Pyrene			
TTO 467 Pesticides	Endosulfan Sulfate		
	Endrin		
	Endrin Aldehyde		
	PCB-1242		
	PCB-1254		
	PCB-1221		
	PCB-1232		
	PCB-1248		
	PCB-1260		
	PCB-1016		

#### 40 CFR part 468 (Total Toxic Organics)

Category	Parameter	Wastewater Method	PQL (ug/L)
TTO 468 Volatiles	Benzene		
	Chloroform		
	Ethylbenzene		
	Methylene chloride		
	Toluene		
	Trichloroethylene		
	1,1,1-Trichloroethane		
TTO 468 Base\Neutrals	Anthracene		
	2,6-Dinitrotoluene		
	Napthalene		
	N-nitrosodiphenylamine		
Phenanthrene			

**40 CFR part 467 & 468 (Total Toxic Organics; Combined)**

Category	Parameter	Wastewater Method	PQL (ug/L)
TTO 467 & 468 Volatiles	Benzene		
	Chloroform		
	Ethylbenzene		
	Methylene chloride		
	Toluene		
	Tetrachloroethylene		
	Trichloroethylene 1,1,1-Trichloroethane		
TTO 467 & 468 Acids	2-Chlorophenol		
	p-Chloro-m-cresol		
	Phenol		
TTO 467 & 468 Base\Neutrals	Acenaphthene		
	Acenaphthylene		
	Anthracene		
	Benzo(a)pyrene		
	3,4-Benzofluoranthene		
	Benzo(ghi)perylene		
	Benzo(k)fluoranthene		
	bis (2-Ethylhexyl)phthalate		
	Chrysene		
	Dibenzo (a,h) anthracene		
	Diethyl phthalate		
	Di-n-butyl phthalate		
	2,4-Dinitrotoluene		
	2,6-Dinitrotoluene		
	1,2-Diphenylhydrazine		
	Fluoranthene		
	Fluorene		
	Indeno(1,2,3-cd)pyrene		
	Isophorone		
	Napthalene		
N-Nitrosodiphenylamine			
Phenanthrene			
Pyrene			
TTO 467 & 468 Pesticides	Endosulfan Sulfate		
	Endrin		
	Endrin Aldehyde		
	PCB-1242		
	PCB-1254		
	PCB-1221		
	PCB-1232		
	PCB-1248		
	PCB-1260		
PCB-1016			

### Toxicity Characteristic Leaching Procedure (TCLP)

Category	Parameter	Water/Wastewater Method	PQL (ug/L)	Sludge Method	PQL (ug/Kg)
TCLP Metals	Arsenic				
	Barium				
	Cadmium				
	Chromium				
	Lead				
	Mercury				
	Selenium				
	Silver				
TCLP Organics	Benzene				
	Carbon tetrachloride				
	Chlorobenzene				
	Chloroform				
	1,4-Dichlorobenzene				
	1,2-Dichlorobenzene				
	1,1-Dichloroethane				
	1,1-Dichloroethylene				
	Methyl ethyl ketone				
	Tetrachloroethylene				
	Trichloroethylene				
	Vinyl chloride				
	o-Cresol				
	m-Cresol				
	p-Cresol				
	Pentachlorophenol				
	2,4,5-Trichlorophenol				
	2,4,6- Trichlorophenol				
	2,4-Dinitrotoluene				
	Hexachlorobenzene				
	Hexachlorobutadiene				
	Hexachloroethane				
	Nitrobenzene				
	Pyridine				
	Chlorodane				
	Endrin				
	Heptachlor				
	Lindane				
	Methoxychlor				
	Toxaphene				
	2,4-D				
2,4,5-TP					

## TCEQ Permit Renewal List

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)
TCEQ Inorganic	Cyanide-Total			10
	Cyanide-ammendable to chlorination			10
	Fluoride			500
	Nitrate			1000
TCEQ Metals, Total	Aluminum			2.5
	Antimony			6
	Arsenic			2
	Barium			10
	Beryllium			4
	Cadmium			1
	Chromium (III)			10
	Chromium (VI)			10
	Iron			300
	Total chromium			10
	Copper			10
	Lead			0.5
	Manganese			50
	Mercury			0.2
	Nickel			10
	Selenium			10
	Silver			2
	Thallium			0.5
	Zinc			5
TCEQ Organic Compounds	Aldrin			0.05
	Alachlor			2.00
	Atrazine			3.00
	alpha-Hexachlorocyclohexane			0.05
	beta-Hexachlorocyclohexane			0.05
	Chlordane			0.15
	Di (2-ethylhexyl) adipate			400
	Di (2-ethylhexyl) phthalate			6
	DDD			0.1
	DDE			0.1
	DDT			0.1
	Dieldrin			0.1
	Endosulfan I			0.1
	Endosulfan II			0.1
	Endosulfan Sulfate			0.1
	Endrin			0.1
	Lindane (gamma-Hexachlorocyclohexane)			0.2
	Heptachlor			0.05
	Heptachlor Epoxide			0.2
	PCB-1232			1
	PCB-1242			1
	PCB-1254			1
	PCB-1221			1
	PCB-1248			1
	PCB-1260			1
	PCB-1016			1
	Toxaphene			5
	Benzene			10
	Carbon Tetrachloride			10
	Chlorobenzene			10
	Chloroform			10
Phenols, Total			10	
Dibromochloromethane			10	

**Note: The TCEQ Permit Renewal List MALs must be absolutely Guaranteed**



## TCEQ Permit Renewal List-CONTINUED

Category	Parameter	Wastewater Method	PQL (ug/L)	MAL (ug/L)
TCEQ Organic Compounds (Continued)	1,2-Dichloroethane			10
	1,1-Dichloroethylene			10
	Methyl Ethyl Ketone			50
	Tetrachloroethylene			10
	Trichloroethylene			10
	1,1,1-Trichloroethane			10
	TTHM			10
	Vinyl Chloride			10
	Benzidine			50
	3,3'-Dichlorobenzidine			5
	Benzo [a] anthracene			10
	Benzo [a] pyrene			0.2
	p-Chloro-m-Cresol			10
	4,6-Dinitro-o-cresol			50
	p-Cresol			10
	Chrysene			10
	1,4-Dichlorobenzene			10
	Hexachlorobenzene			1
	Hexachlorocyclopentadiene			50
	Hexachlorobutadiene			10
	Hexachlorothane			20
	Nitrobenzene			10
	n-Nitrosodiethylamine			20
	n-Nitroso-di-n-Butylamine			20
	Pentachlorobenzene			20
	Pentachlorophenol			1
	Phenanthrene			10
	Pyridine			20
	1,2,4,5-Tetrachlorobenzene			20
	2,4,5-Trichlorophenol			50
	Carbaryl			5.0
	Chloropyrifos			0.05
	2,4 D			10
	2,4 Dichlorophenol			10
	Demeton			0.2
	Diazinon			0.1
	1,2-Dibromoethane			2.0
	Dicofol	608.3		1
	Guthion			0.1
	Hexachlorophene			10
	Malathion			0.1
	Methoxychlor			2.0
Mirex			0.2	
Parathion			0.1	
Simazine			4	
2,4,5-TP			2.0	

**Note: The TCEQ Permit Renewal List MALs must be absolutely Guaranteed**

## Drinking Water Parameters

Category	Parameter	Water Method	PQL (ug/L)
Minerals	Hardness, Ca/Mg as CaCO <sub>3</sub>		
	Chloride		
	Fluoride		
	Nitrogen, Ntrate (As N)		
	Sulfate		
	Alkalinity, Bicarbonate		
	Alkalinity, Carbonate		
	Alkalinity, Phenolphthien		
	Alkalinity, Total		
	Specific Conductance @ 25C		
	Total Dissolved Solids		
Metals	Calcium		
	Iron		
	Magnesium		
	Sodium		
	Aluminum		
	Antimony		
	Arsenic		
	Barium		
	Beryllium		
	Cadmium		
	Chromium		
	Copper		
	Lead		
	Manganese		
	Nickel		
	Selenium		
	Silver		
	Thallium		
	Zinc		
Mercury			
Oxyhalide Anions	Chlorate		
	Chlorite*		
	Bromate		
Haloacetic Acids	Bromochloroacetic Acid		
	Dibromoacetic Acid		
	Dichloroacetic Acid		
	Monobromoacetic Acid		
	Monochloroacetic Acid		
	Trichloroacetic Acid		
THMs	Chloroform		
	Dichlorobromomethane		
	Dibromochloromethane		
	Bromoform		
	Total Trihalomethanes		

**\* Chlorite analysis must be analyzed by a TNI accredited laboratory**

### Drinking Water Parameters (SOCs)

Category	Parameter	Water Method	PQL (ug/L)
SOCs Chlorinated Pesticides	Arocolor 1016		
	Arocolor 1221		
	Arocolor 1232		
	Arocolor 1242		
	Arocolor 1248		
	Arocolor 1254		
	Arocolor 1260		
SOCs Pesticides	Alachlor		
	Aldrin		
	Atrazine		
	Bromacil		
	Butachlor		
	alpha-Chlordane		
	gamma-Chlordane		
	trans-nonachlor		
	Dieldrin		
	Endrin		
	Heptachlor		
	Heptachlor Epoxide		
	Hexachlorobenzene		
	Hexachlorocyclopentadiene		
	gamma-BHC		
	Methoxychlor		
	Metribuzin		
	Pentachlorophenol		
	Propachlor		
	Simazine		
Benzo(a)pyrene			
bis(2-Ethylhexyl)adipate			
bis(2-Ethylhexyl)phthalate			

### Drinking Water Parameters (VOCs)

Category	Parameter	Water Method	PQL (ug/L)
Regulated Volatiles 40 CFR §141.61(a)	Benzene		
	Carbon tetrachloride		
	Chlorobenzene		
	1,2-Dichlorobenzene		
	1,4-Dichlorobenzene		
	1,2-Dichloroethane		
	1,1-Dichloroethene		
	cis-1,2-Dichloroethene		
	trans-1,2-Dichloroethene		
	1,2-Dichloropropane		
	Ethylbenzene		
	Methylene Chloride		
	Styrene		
	Tetrachloroethene		
	Toluene		
	1,2,4-Trichlorobenzene		
	1,1,1-Trichloroethane		
	1,1,2-Trichloroethane		
	Trichloroethene		
	Vinyl chloride		
	m,p-Xylene		
	o-Xylene		
	Xylenes, total		

## Drinking Water Parameters (VOCs)-CONTINUED

Category	Parameter	Wastewater Method	PQL (ug/L)
Monitored Compounds 40CFR §141.61(a)	Chloroform		
	Bromodichloromethane		
	Dibromchloromethane		
	Bromoform		
	Dibromomethane		
	1,3-Dichlorobenzene		
	1,1-Dichloropropene		
	1,1-Dichloroethane		
	1,1,2,2-Tetrachloroethane		
	1,3-Dichloropropane		
	Chloromethane		
	Bromomethane		
	1,2,3-Trichloropropane		
	1,1,1,2-Tetrachloroethane		
	Chloroethane		
	2,2-Dichloropropane		
	2-Chlorotoluene		
	4-Chlorotoluene		
	Bromobenzene		
	cis-1,3-Dichloropropene		
trans-1,3-Dichloropropene			
Screened Compounds	1,2-Dibromo-3-chloropropane		
	1,2-Dibromoethane		
Monitored Compounds 40CFR §141.61(j)	1,2,4-Trimethylbenzene		
	1,2,3-Trimethylbenzene		
	n-Propylbenzene		
	Butyl Benzene		
	Naphthalene		
	Hexachlorobutadiene		
	1,3,5-Trimethylbenzene		
	4-Isopropylbenzene		
	Isopropylbenzene		
	tert-Butylbenzene		
	sec-Butylbenzene		
	Trichlorofluoromethane		
	Dichlorodifluoromethane		
	Bromochloromethane		
	Acetone		
	Acrylonitrile		
	2-Butanone		
	Carbon Disulfide		
	Ethyl Methacrylate		
	2-Hexanone		
	Idomethane		
	Methyl Methacrylate		
	4-Methyl-2-Pentanone (MIBK)		
	Methyl Tert-Butyl Ether (MTBE)		
Tetrahydrofuran			
Vinyl Acetate			

### Polychlorinated biphenyls

Parameter	Water Method	PQL (ug/L)	Wastewater Method	PQL (ug/L)	Sludge/Soil Method	PQL (ug/Kg)
PCB-1016						
PCB-1221						
PCB-1232						
PCB-1242						
PCB-1248						
PCB-1254						
PCB-1260						

### EPA Method 507 Pesticides

Parameter	Water Method	PQL (ug/L)
Alachlor		
Atrazine		
Butachlor		
Cyanazine		
Metolachlor		
Metribuzin		
Propachlor		
Simazine		

### Carbamates

Parameter	Water Method	PQL (ug/L)
Aldicarb Sulfoxide		
Aldicarb Sulfone		
Oxamyl		
Aldicarb		
Carbofuran		
Methomyl		
3-Hydroxycarbofuran		
Propoxur		
Carbaryl (Sevin)		
Methiocarb		

### FH Permit Herbicides/Pesticides

Parameter	Water Method	PQL (ug/L)
Lindane		
Endrin		
Methoxychlor		
Toxaphene		
2,4-D		
2,4,5-TP		

### Radionuclides

Parameter	Water Method	Units
Cesium 137		pCi/L
Radium 226		pCi/L
Radium 228		pCi/L
Gross alpha		pCi/L
Beta particle		pCi/L
Uranium		pCi/L
Uranium		ug/L

## Digester Gas Analysis

Parameter	Digester Gas Method	Units
Hydrogen, CO <sub>2</sub> , Oxygen, Nitrogen & Methane	ASTM D1945	mole %
Sulfur Compounds	ASTM D5504-94	uL/L

## Microbiology

Parameter	Water Method
Giardia	
Cryptosporidium	
Virus (enterovirus)	
Fecal streptococcus (membrane filtration)	
Chlorophyll A	
Phaeophytin	

## Taste & Odor

Parameter	Water Method	PQL (ug/L)
Geosmin		
2-Isobutyl-3-methoxypyrazine		
2-Isopropyl-3-methoxypyrazine		
MIB		
2,4,6-Trichloroanisole (TCA)		

## Metals

Parameter	Water Method	PQL (ug/L)	Wastewater Method	PQL (ug/L)	Sludge/Soil Method	PQL (ug/Kg)
Aluminum						
Antimony						
Arsenic						
Barium						
Beryllium						
Boron						
Cadmium						
Calcium						
Chromium						
Chromium VI						
Cobalt						
Copper						
Iron						
Lead						
Magnesium						
Mercury						
Molybdenum						
Nickel						
Phosphorus						
Potassium						
Selenium						
Silver						
Sodium						
Strontium						
Thallium						
Tin						
Vanadium						
Zinc						
Zirconium						

## Individual Parameters

Parameter	Water Method	PQL (ug/L)	Wastewater Method	PQL (ug/L)	Sludge/Soil Method	PQL (ug/Kg)
Alkalinity						
Ammonia						
Asbestos						
BOD						
CBOD						
Bromate (low-level)						
Bromide						
Chloride						
COD						
Conductivity						
Corrosivity						
Cyanide, Total						
Cyanide, Amenable to Chlorination						
Cyanide, Weak Acid Dissociable						
Fluoride						
HEM						
SGT-HEM						
Ignitability						
Kjeldahl Nitrogen						
Nitrate as N						
Nitrite as N						
Odor						
Perchlorate						
Phenols						
Phosphorous-orthophosphates						
Phosphorous-Total						
Radon						
Reactivity						
Solids, Total						
Solids, Total Dissolved						
Solids, Total Suspended						
Sulfates						
Surfactants						
Total Hardness						
Total Organic Carbon						
Extractable Survey Search						
Volatile Survey Search						

### Emerging Contaminants (Pharmaceutically Active Compounds)

Category	Parameter	Method	PQL (ug/L)	MRL (ug/L)
PHACs	Acetaminophen			
	Antipyrine			
	Azithromycin			
	Bacitracin			
	Bezafibrate			
	Caffeine			
	Carbadox			
	Carbamazepine			
	Ciprofloxacin			
	Cotinine			
	Chloroamphenical			
	Chlorotetracycline			
	Clofibrilic acid			
	DEET			
	Dilantin			
	Diltiazem			
	Diclofenac			
	Doxycycline			
	Enrofloxacin			
	Erythromycin			
	Fluoxetine (Prozac)			
	Gemfibrozil			
	Ibuprofen			
	Lasalocid			
	Levothyroxine			
	Lincomycine			
	Monensin			
	Naproxen			
	Narasin			
	Nicotine			
	Norfloxacin			
	Oleandomycin			
	Oxytetracycline			
	Paraxanthin			
	Prednisone			
	Penicillin G			
	Penicillin V			
	Roxithromycin			
	Salinomycin			
	Simvastatin			
	Sulfachloropyridazine			
	Sulfadiazine			
Sulfadimethoxine				
Sulfamerazine				
Sulfamethazine				
Sulfamethizole				
Sulfamethoxazole				
Sulfathiazole				
Theobromine				
Trimethoprim				
Theophylline				
Tylosin				
Tonalid				



### Emerging Contaminants (Hormones)

Category	Parameter	Method	PQL (ug/L)	MRL (ug/L)
Hormones	Diethylstilbestrol (DES)			
	17-a-estradiol			
	17-a-ethynylestradiol			0.0009
	17-b-estradiol			0.0004
	16-a-hydroxyestradiol (estriol)			0.0008
	Estrone			0.002
	Equilin			0.004
	Progesterone			
	Testosterone			0.0001
	4-androstene-3, 17-dione			0.0003

### Emerging Contaminants (Endocrine Disruptors)

Category	Parameter	Method	PQL (ug/L)	MRL (ug/L)
EDCs	Bisphenol A			
	Nonylphenol			
	4-n-Octylphenol			
	4-tert-Octylphenol			
	Pentachlorophenol			
	Phenylchlorophenol			
	Tetrabromobisphenol A			
	2,4,6-Trichlorophenol			

### Emerging Contaminants (Perfluorinated Compounds)

Category	Parameter	Method	PQL (ug/L)	MRL (ug/L)
PFCs	Perfluorooctanesulfonic acid (PFOS)			0.04
	Perfluorooctanoic acid (PFOA)			0.02
	Perfluorononanoic acid (PFNA)			0.02
	Perfluorohexanesulfonic acid (PFHxS)			0.03
	Perfluoroheptanoic acid (PFHpA)			0.01
	Perfluorobutanesulfonic acid (PFBS)			0.09

### Emerging Contaminants (Organic Compounds)

Category	Parameter	Method	PQL (ug/L)	MRL (ug/L)
SVOCs	1,2,3-trichloropropane			0.03
	1,3-butadiene			0.1
	Chloromethane (methyl chloride)			0.2
	1,1-dichloroethane			0.03
	Bromomethane (methyl bromide)			0.2
	Chlorodifluoromethane			0.08
	Bromochloromethane			0.06
Synthetic	1,4-dioxane			0.07

### Emerging Contaminants (Cyantoxins)

Category	Parameter	Method	PQL (ug/L)	MRL (ug/L)
Cyanotoxins	Total microcystin			0.3
	Microcystin-LA			0.008
	Microcystin-LF			0.006
	Microcystin-LR			0.02
	Microcystin-LY			0.009
	Microcystin-RR			0.006
	Microcystin-YR			0.02
	Nodularin			0.005
	Anatoxin-a			0.03
	Cylindrospermopsin			0.09

Price list is located at [www.epwater.org](http://www.epwater.org).

**Part 5 - Appendix B**

Contract Laboratory Services  
Checklist

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# CONTRACT LABORATORY SERVICES CHECKLIST

## Methodology

- Contract Laboratory is TNI accredited by the State of Texas
- List of approved EPA methods or another approved method included for each parameter listed on Appendix A
- Complete list of MALs listed in Appendix A
- Complete list of LOQs listed in Appendix A
- Complete price list in Appendix A

## Quality Assurance

- Provide Copy of QA manual
- Information on latest proficiency evaluations and certification programs
- Corrective Action procedures; three recent correction action procedures
- Information regarding precision and accuracy on each parameter
- Data qualifiers provided
- Chromatograms provided at no additional cost
- Chromatograms stored for one year

## Capabilities

- Project Manager designated
- Procedure of handling shipping discrepancies
- Copy of chain of custody form with minimum information
- Sample receipt letter
- Containers provided with preservatives by Contract Laboratory
- Preferred shipper provided
- Guaranteed 21 calendar day turnaround
- Surcharges for turnaround times less than 21 calendar days.
- Agreement with 2% incentive and 5% liquidated damages
- Sample of report format with minimum information
- Report format will include only **one** analytical method per analyte
- Report format allows for flagging of data
- Report paginated
- QA report submitted separately
- Contract Laboratory will submit yearly electronic deliverables of all analytical and QA reports on digital media
- Sample of the analytical and quality control reports in electronic deliverable form
- Contract Laboratory submitted a list of analytical instrumentation
- Formal procedure for addressing questions and evaluations complaints
- Disaster Recovery program
- Sub-Contract laboratories identified
- Contract Laboratory has verified that the Sub-Contract lab meets the needs of EPW
- Contract Laboratory will assume responsibility for work performed by sub-contracted laboratories
- Contract Laboratory agrees not to transfer contract without prior written consent

**Reliability**

- Contract Laboratory submitted company profile
- Contract Laboratory submitted information about its staff qualifications and availability
- Contract Laboratory provided five references
- Contract Laboratory agrees to hold all data in confidence
- Contract Laboratory provided information on security measures

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**PART 6 – FORMS**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
	Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

## Instructions - Form 1295

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

The following definitions apply:

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

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

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

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



## Changes to Form 1295

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

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

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

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

The newly exempt contract types are marked with an asterisk.

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

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

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

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

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 (street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



## PART 7 – INSTRUCTIONS TO RESPONDENTS

1. Respondents MUST use the form and format included in this RFP document and provides all required information. The Request for Proposal shall be mailed to the Purchasing and Contracts Administration Department, El Paso Water, P.O. Box 511 El Paso, Texas 79961 or delivered to the Purchasing and Contracts Administration Department, El Paso Water Building, first floor, 1154 Hawkins Boulevard, El Paso, Texas 79925 prior to the date and time specified in this RFP document. Proposals received after the date and time shall be returned unopened to the Respondent.
2. When a proposal is requested for a particular item by brand name or other form of identification and the words 'or approved equal' are used, Respondents may propose 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 SUBMITTAL to permit EPWater to evaluate the item(s) for compliance with proposal specifications. RESPONDENTS WHO FAIL TO INCLUDE THIS INFORMATION WITH THE PROPOSAL SUBMITTAL MAY BE DISQUALIFIED.
3. Additional information not requested in the proposal specifications, but felt to be pertinent by the Respondent, may be included as annotations or attachments to the Proposal.
4. 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, EPWater shall have the right to buy the merchandise or have the unfinished work completed by another respondent. Any excess in cost for the same item(s) or service over the price specified in the Proposal that was accepted by the Public Service Board will be deducted from any money deposited with this proposal or subsequently due. EPWater reserves the right to delete the company from the Respondents List for up to twelve months.
5. All proposals MUST BE F.O.B. DESTINATION. All reductions or refunds on freight charges will be for the account of EPWater.
6. The Proposal Submittal shall remain subject to acceptance for (90) Ninety days after the proposal opening.
7. Unless otherwise specified in the Proposal, award of the proposal shall be made by individual item to the lowest responsible respondents meeting specifications for the goods and/or services described in the Proposal. A Respondent may qualify their proposal by indicating that is based on 'All or None' for either all or part of the items.
8. Bid openings will be live streamed until further notice. Check scheduling information on the solicitation page at [www.epwater.org](http://www.epwater.org).
9. The Public Service Board is not bound by the issuance of this Proposal to award a contract. Any resulting order will be awarded to the respondents that submit proposals which receives the highest cumulative scores for each of the evaluation factors delineated herein. If deemed to be in the best interest of EPWater, the Public Service Board reserves the right to reject any or all proposals, award a contract for the items, either in whole or part and/or waive any irregularities, and/or award to more than one Respondent. However, the contract may not be awarded to a nonresident bidder unless the nonresident's proposal is lower than the lowest proposal submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. If the funding of the contract involves federal funds, then the contract will be awarded to the lowest

and best qualified responsible Texas resident or nonresident bidder whose proposal, conforming to the Proposal, is most advantageous to EPWater.

**DEFINITIONS:**

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

**TEXAS RESIDENT PROPOSER** - means a respondent whose principal place of business is in this state and includes a vendor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

**NONRESIDENT PROPOSER** - means a respondent whose principal place of business is not in this state but excludes a vendor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

10. A Respondent may withdraw their proposal at any time prior to the date and time of proposal opening, provided written authorization is presented to the Purchasing Agent by an officer of the firm that submitted the proposal.
11. Any additional information about this proposal and/or complaints, questions or comments about the proposal of another vendor must be submitted to the Purchasing Agent within 24 hours after the proposals are opened for the information or complaint to be considered.
12. Reference proposal for insurance requirements.
13. Each proposal **MUST** be accompanied by Proposal Security made payable to EPWater in an amount of five (5) percent of the Respondent's total proposal and in the form of a certified or cashier's check or a Proposal Bond. The Proposal 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 Proposal Security is provided as a guarantee that the Respondent, 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 RESPONDENT TO INCLUDE PROPOSAL SECURITY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL. THE PROPOSAL SECURITY SHALL BE FORFEITED AND EL PASO WATER SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE RESPONDENT OR ASK FOR NEW PROPOSALS.** The Proposal Security of all respondents will be retained by EPWater until award of the contract to the successful Respondent by the Public Service Board. After award of the contract, the Proposal Security of the successful Respondent will be retained by EPWater until receipt of the Performance Bond and/or Payment Bond (if required). Upon receipt of the Performance Bond and/or Payment Bond, the Proposal Security will be returned. The Proposal Security of the next two low respondents will be retained until execution of the successful Respondent's contract and will then be returned. The Proposal Security of all remaining Respondents will be returned after award of the Proposal by the Board.
14. The successful Respondent will be required to obtain a Performance Bond and Payment bond (when required) for one hundred percent (100%) of the proposal as security for the faithful performance and payment of all of the Respondent'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 RESPONDENT FAILS TO FURNISH THESE BONDS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION OF THE PROPOSAL AWARD, THEIR PROPOSAL SECURITY SHALL BE FORFEITED.

15. To the fullest extent permitted by laws and regulations, Respondents shall indemnify and hold harmless EPWater, 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.
16. The Proposal MUST be signed by an authorized agent of the responding company. Failure to sign the Proposal or signing it with a false statement shall void the submitted proposal or any resulting contract (Purchase Order or Master Contract) and the respondent may, at the option of the Public Service Board, be removed from the proposal list.
17. By signing the Proposal, the Respondent 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 EPWater in connection with the submitted proposal.
18. These INSTRUCTIONS TO RESPONDENTS, the Proposal and all other contract documents shall constitute a binding and enforceable contract with El Paso Water. Upon award of the proposal by the Public Service Board, the Respondent hereby agrees that the signature of its duly authorized agent on the first page of the Proposal shall bind the Respondent to all terms and obligations of the INSTRUCTIONS TO RESPONDENTS, Proposal and other contract documents.
19. This proposal specifically prohibits communications in writing addressed in the final bullet of the cone of silence.