



RESOLUTION NO. 20160223-04

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A DIRECT SALE CONTRACT WITH RED RIVER ARMY DEPOT FOR ANALYTICAL SERVICES

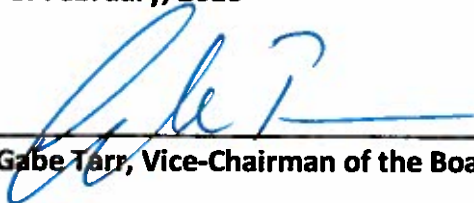
WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center has a need for laboratory services to support its utility and other environmental services; and

WHEREAS, Red River Army Depot's Chemistry Laboratory provides certain needed services and is fully qualified and State certified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a direct sale contract with Red River Army Depot to provide analytical services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED and APPROVED this 23rd day of February, 2016



Gabe Tarr, Vice-Chairman of the Board

ATTEST:



Boyd Sartin, Secretary/Treasurer

Attached: Direct Sale Contract

DIRECT SALES CONTRACT W911RQ-16-C-DS03

**TexAmericas Center
107 Chapel Lane
New Boston, TX 75570**

This Direct Sales Contract, **W911RQ-16-C-DS03**, is entered into as of the day signed by the Government Contracting Officer, between TexAmericas Center (TAC), hereinafter referred to as the Buyer, and Red River Army Depot (RRAD), hereafter referred to as the seller.

1. PURPOSE. This contract establishes a contractual relationship and agreement between TexAmericas Center as the Buyer, and Red River Army Depot, as the seller, for the analytical testing of wastewater samples.

The testing and analytical services will be accomplished IAW Attachment A, Scope of Work/Specification for Analytical Services, dated 27 Jan 2016.

2. PRICING. Contract pricing is **\$4,825.00 per month** or **\$57,900.00 per year** for the services listed in the reportable analysis category for outfalls from the Industrial Waste Treatment Plant (IWTP) and the Sewage Treatment Plant (X-Plant), along with daily screening analysis of IWTP

3. TERMS AND CONDITIONS.

- A. AUTHORITY.** This contract is entered into by the parties hereto under the authority of Title 10 US Code 2539b(a)(3) for the purposes set forth above.
- B. ACCEPTANCE – ENTIRE AGREEMENT.** This document shall constitute the entire agreement between the parties, and no change or modifications thereof shall be binding upon the parties unless mutually agreed to and signed by an authorized representative of each party.
- C. STANDARD OF SERVICE.** The Seller shall be responsible for, and shall cause others to be responsible for, compliance with all applicable laws, ordinances, rules, and regulations now in force or enacted or adopted in the future which pertain in any manner to the work to be performed under this agreement. Further, Seller shall ensure that all work under this agreement is performed in a professional manner. Seller warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Buyer shall have 30 days from receipt of items from Seller to inspect and accept the items. If any defect is discovered, Buyer shall give written notice within the

30-day acceptance period of the defect or nonconformance to the seller. This notice shall state either (1) that the Seller shall correct or remedially perform any defective or nonconforming services, or (2) that the Buyer does not require correction or remediation.

- D. **PAYMENT TERMS.** The Seller agrees to exert its best efforts to perform the services called for herein based on the Contract prices set forth herein, but the parties further understand and agree that Federal law (10 US Code 4543) requires advance incremental funding by the Buyer before any such work is undertaken by the Seller. The advanced incremental funding required by this contract is set forth in the payment schedule below. The Buyer also understands and agrees that the Seller will perform no work if such advance funding has not been received. The Buyer further understands and agrees that the Seller is legally prohibited from incurring costs in excess of the funds actually received from the Buyer as advanced funding. When the advanced funding limit is reached and all such funds are expended, the Seller will cease performance of work and will not initiate further work until additional funding is received. Funds should be made payable to the U.S. Treasury and sent to the following address:

Red River Army Depot
Directorate for Resource Management TARR-R
Attention: Mike Addington
100 James Carlow Drive
Texarkana, TX 75507-5000

- E. **PAYMENT SCHEDULE.** The Buyer agrees to provide incremental funding for this contract in the amount of \$4,825.00 upon contract execution and an additional \$4,825.00 per month for the performance of work in the SOW. Additional analysis requested by TexAmericas Center outside the normal scope of work will be billed on a per sample basis according to the Price List Guidelines found within the SOW.
- F. Payment to the Seller will be in accordance with the payment instructions to be provided by the Seller.
- G. **PRODUCTION AND DELIVERY SCHEDULE.** Buyer will provide samples to be tested to the Seller in accordance with the attached Scope of Work/Specification.

Seller will perform analytical service called for in this contract in accordance

with the delivery requirements in the attached Scope of Work/Specification. The period of service is 1 March 2016 through 28 February 2017.

- H. **DELAYS.** Seller agrees to notify the Buyer immediately if progress under this agreement is delayed in any manner. If delay is due to material breach in the responsibilities of the Buyer and over which the Buyer has control, the Seller agrees to notify the Buyer in writing of such a breach. However, in no case shall work be delayed due to a dispute under this contract. Any delay accepted by the Buyer shall be evidenced by written modification to this agreement. Seller shall continue to perform to the best of their ability until all work under this agreement is complete, subject to the availability of funding.
- I. **INDEMNIFICATION.** As required by Title 10 US Code 4543(a)(6), the Buyer expressly agrees to hold harmless and indemnify the Seller and the United States to the extent authorized by applicable law, except in a case of willful misconduct or gross negligence, from any and all claims for property damage (including repair and replacement cost, and loss of beneficial use) and all claims for injury (including bodily injury and disease) or death to any person arising out of the performance of this contract or the sale of any article or service contracted for in this agreement. This hold harmless and indemnification requirement includes, but is not limited to, the cost of litigation (including Alternate Dispute Resolution (ADR) expenses, court costs, and Government attorney's fees) and all reasonable settlement expenses and costs.
- J. **TERMINATION.** The Buyer may terminate this Agreement, in whole or in part, at any time by providing written notice via registered or certified mail to the Seller. Such notice must be signed by an official of the TexAmericas Center with actual authority to issue such a contract termination. In such event the Seller will immediately comply with the termination directive and take all reasonable steps to minimize the incurrence of costs allocable to the termination. To the extent that an order is not terminated in whole, the Seller shall continue performance. Advanced incremental funding received in excess of cost incurred which results from such complete or partial termination will be reimbursed to the Buyer in an amount negotiated between the parties.
- K. **CANCEL OR SUSPEND.** The Seller and the US Government reserve the right to cancel or suspend all or part of its performance under this contract in the event that such performance is deemed by the Department of Defense, the Department of the Army, or other Defense Command Agency (e.g. US Army

Tank-automotive and Armaments Command), to interfere, for any reason, with the performance of work by the Seller on behalf of the Department of Defense in support of one of its contracts, or for any reason is determined to not be in the best interest of the United States. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by the US Government to cancel or suspend performance under this contract for unusual and compelling circumstances when the national interest of the United States so requires. The Buyer agrees that the seller shall not become liable to the Buyer as a result of such cancellation or suspension. When such a cancellation or suspension occurs, the Seller will return to the Buyer any advanced incremental funding received but not yet expended or incurred against the contract. Seller agrees to promptly notify the Buyer in the event the performance of this Contract is canceled or suspended pursuant to this provision.

- L. **CHANGES.** During the performance of this Contract, the Buyer may require addition to, alterations of, or deductions or deviations (all hereinafter referred to as a "change") to the scope of work for services to be furnished by the seller. No change shall be considered as an addition, alteration, or deduction, or deviation to the scope of work, nor shall Seller be required to perform such "change" services, nor be entitled to compensation for performance of same or work done pursuant to or in contemplation of a change unless a written modification to this Agreement is mutually agreed to and signed by an authorized representative of each party.
- M. **DISPUTE PREVENTION.** Each party is committed to a dispute prevention atmosphere during the performance of this Agreement and each party recognizes that cooperation, rather than confrontation, is an effective and efficient way to accomplish a joint work effort. In furtherance of that goal, the parties agree to take steps to establish a cooperative process for evaluating progress and solving problems. The parties recognize that the development of a cooperative and structured team process for dealing with unexpected problems is a useful mechanism for establishing open communication and dispute prevention. The parties agree that the settlement of a dispute through a negotiated settlement or through alternate dispute resolution (ADR) methods to avoid litigation will increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. The parties further agree that when both parties recognize the existence of an issue in controversy that cannot be resolved by a timely negotiated settlement, the parties will elect to participate in an ADR process by agreeing to alternate procedures and processes to be used in lieu

of formal litigation which includes participation by officials, or their representatives, of both parties that have the authority to resolve the issue in controversy.

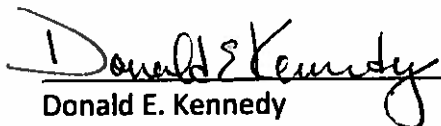
N. COMPLIANCE WITH LAWS. Both parties recognize their responsibility to comply with all applicable federal laws, executive orders, and rules and regulations applicable to a Federal Installation during the performance of this Contract.

O. DURATION. This Contract is effective from the date of execution and will terminate upon 30 days written notice by either party, upon the completion of all Seller obligations under this Contract, or operation of Law.

P. OPTIONS.

- a. **Option for Increased Quantity.** The Buyer may have a requirement for the Seller to produce and deliver additional items identified in paragraph 1 or may have a requirement for the Seller to produce other similar items or to perform additional services during the course of this contract. Upon notification by the Buyer and agreement of the Seller that additional quantities or items may be added or services performed, a modification to the contract will be prepared to identify those items, quantities, prices, and delivery requirement. Additional funding will be provided with the executed modification prior to the Seller beginning the added work.
- b. **Option to Extend the Term of the Contract.** The term of this contract will not exceed 12 months unless otherwise extended. The contract may be extended beyond the 12-month period by modification of the contract; however, the contract, to include extensions, will not exceed a total of 24 months unless otherwise agreed to by both the Buyer and the Seller

IN WITNESS WHEREOF, the Parties hereto have executed this Contract effective as of the date indicated above.



Donald E. Kennedy
Contracting Officer
Red River Army Depot

Date: 23 Feb 2016



Scott Norton
Executive Director/CEO
TexAmericas Center

Date: 2/23/16

Scope of Work/Specification for Analytical Services

The services provided under this agreement are critical to the operation of the water, wastewater and industrial wastewater treatment systems of Buyer and are needed by Buyer in the operation of its systems in a time critical environment. The services are not immediately available by another supplier in the area which can meet the time constraints and requirements for operation of the systems. The provision of these services by Seller largely benefits Red River Army Depot by insuring that the quality of the potable water provided to Red River Army Depot is sufficient for Red River Army Depot to meet its mission requirements and that the treatment of the wastewater and industrial wastewater complies with applicable laws in order that the operations of Red River Army Depot in fulfilling its mission requirements may go unimpeded. Seller is to provide analytical laboratory testing of wastewater samples supplied by the Buyer. Testing will be for those chemical types, frequencies, methods and sample types, for both reportable and screening analysis, as outlined in this scope of work. Protocols and processes to be followed:

1. **Sample Custody** - A record of chain of custody will be maintained within the laboratory. A copy of that record can be made available to TexAmericas Center (TAC) when requested.
2. **Sample Handling** - All samples will be received, preserved and stored in accordance with established regulatory requirements. Holding times will be met and evidence of compliance will be available within the laboratory.
3. **Method Compliance** - Published methodology as listed in the scope of work will be complied with. Methods listed as "screen" are in-house variations documented in laboratory SOPs which provide quick predictive results suitable for operational purposes (as opposed to regulatory reporting requirements).
4. **Detection Limits** - Laboratory determination of method detection limits will be accomplished according to regulatory guidelines for applicable parameters. Records of such determinations will be maintained in the laboratory and made available upon request.
5. **Standard Traceability** - Records reflecting the traceability of reference standard materials used will be kept within the lab and made available upon request.
6. **Reporting** - Analytical results will be reported on our standard form and can be faxed or emailed. Verbal notification of quick screen results will be made as requested. The applicable method detection limit or "minimum analytical level (MAL)" as specified by

permit will be reported where appropriate. All measurements will be subjected to "statistical control" as delineated within the Laboratory Quality Control Plan.

7. **QC Data** - Records reflecting the results of QC measurements relevant to each analytical result will be maintained within the laboratory and made available upon request.
8. **Electronic Data** - Analytical results can be transmitted electronically as Excel files. These can be converted to ASCII format if required.
9. **Turn Around Time** - Completed analytical results of monthly samples will be reported to TAC on or before the 15th of the following month. In the event of lab equipment failure that will affect this delivery requirement for analytical results, RRAD will immediately notify TAC of the equipment failure. TAC will be responsible for obtaining the required services from other laboratories until such time equipment is restored to an operating condition. Adjustments will be made to the RRAD monthly invoice for analytical services not provided as a result of such failure.
10. **Disposal** - The laboratory will be responsible for the disposal of routine wastewater samples submitted within this scope of work. Sample portions preserved for metals will be disposed of upon successful analysis provided that all results are well within permit limitations. Any sample for which high or unusual results were obtained will be held in the laboratory for 30 days following delivery of the final report to TAC.
11. **Record Keeping** - The laboratory will maintain adequate records to support all analytical data relevant to analysis of TAC samples for a period of three (3) years from the date of sample receipt.
12. **Quality Program** - The laboratory will maintain an on-going quality management program. No certifications are required for the performance of the analyses contained in this scope of work. However, the laboratory will participate at least once annually in an externally administered assessment of laboratory performance.
13. **Sample Delivery** - Sample delivery will be made to the lab during normal operating hours of 0615 to 1645 hours, Monday through Thursday. Provision of the appropriate sampling containers is the responsibility of TAC.
14. **Additional pricing.** Services rendered outside of normal operating hours will be an additional cost billed at the current prevailing overtime rate of the depot. Additional

analysis requested by TAC outside the normal scope of work will be billed on a per sample basis according to the Price List Guidelines in this SOW.

Yearly Workload (Approximation)

Reportable Analysis

IWTP	Frequency	Method	Sample Type	# Analyses
pH	each release Mon-Thurs	SM 4500-H+B	Grab	208
TSS	1 per week	SM 2540 D	Grab	52
TPO4	each release Mon-Fri	EPA 365.3	Grab	260
Cadmium	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
Chromium	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
Copper	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
Lead	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
Nickel	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
Silver	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
Zinc	each release Mon-Fri	EPA 200.7 /200.8	Grab	260
HEM	1 per week	EPA 1664A	Grab	52
Cyanide	1 per week	ASTM D 7511-09	Grab	52

Collins	Frequency	Method	Sample Type	# Analyses
NH3	1 per day	SM 4500-NH3 C	Composite	365
TSS	2 per week	SM 2540 D	Composite	104
HEM	1 per week	EPA 1664A	Grab	52
TRC	1 per week	SM 4500-Cl I	Grab	52
Al,Cu	1 per week	EPA 200.7 /200.8	Composite	52
Ag	1 per month	EPA 200.7 /200.8	Composite	12
Cd,Cr,Pb,Ni	1 per year	EPA 200.7 /200.8	Composite	1
COD	1 per year	EPA 410.4	Composite	1
TPO4	1 per year	EPA 365.3	Composite	1

Screening Analysis

IWTP	Frequency	Method	Sample Type	# Analyses
pH	1 per day Mon-Thurs	Screen	Grab	208
TSS	1 per day Mon-Thurs	Screen	Grab	208
PO4	1 per day Mon-Thurs	Screen	Grab	208
Metals	1 per day Mon-Thurs	Screen	Grab	208

Collins	Frequency	Method	Sample Type	# Analyses
Metals	2 per week	Screen	Composite	104

Price List Guideline for additional testing

<u>Screening Test</u>	<u>\$Cost</u>
pH	5
Total Phosphate	7
Hexavalent Chromium	15
Oil & Grease (HEM)	30
Total Suspended Solids	6
Total Dissolved Solids	15
Chemical Oxygen Demand	10
Total Residual Chlorine	10
Ammonia-Nitrogen	10
Cyanide	30
Alkalinity	10
Metals TPDES	20
Flashpoint	10