



Amendment No. 4
Of
Contract No. NA140000115
For
Environmental Laboratory Services for Microbiological Analysis
Between
Analytical Services, Inc.
And the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective be June 20, 2017 to June 19, 2018. No options remain.
- 2.0 The total contract amount is increased by \$7,776.00 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/20/14 – 06/19/16	\$15,552.00	\$15,552.00
Amendment No. 1: Administrative Increase 25%	\$3,888.00	\$19,440.00
Amendment No. 2: Option 1 06/20/16 – 06/19/17	\$7,776.00	\$27,216.00
Amendment No. 3: Administrative increase 25%	\$1,944.00	\$29,160.00
Amendment No. 4: Option 2 06/20/17 – 06/19/18	\$7,776.00	\$36,992.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: *Paul S. Warden*

Printed Name: Paul S. WARDEN
Authorized Representative

Signature: *Beatrice Washington* 6.14.17

Beatrice Washington, Contract Management Specialist II
City of Austin
Purchasing Office

Analytical Services, Inc.
130 Allen Brook Lane
Williston, VT 05495-0515




Amendment No. 3
Of
Contract No. NA140000115
For
Environmental Laboratory Services for Microbiological Analysis
Between
Analytical Services, Inc.
And the
City of Austin

- 1.0 The City hereby exercises an administrative increase to the above referenced contract in the amount of 1,944.
- 2.0 The total contract amount is increased by \$1,944. The total Contract authorization is recapped below:


Term	Action Amount	Total Contract Amount
Basic Term: 06/20/14 – 06/19/16	\$15,552.00	\$15,552.00
Amendment No. 1: Administrative Increase 25%	\$3,888.00	\$19,440.00
Amendment No. 2: Option 1 06/20/16 – 06/19/17	\$7,776.00	\$27,216.00
Amendment No. 3: Administrative increase 25%	\$1,944.00	\$29,160.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 
Printed Name: Dalia AIR
Authorized Representative

Analytical Services, Inc.
130 Allen Brook Lane
Williston, VT 05495-0515

Signature:  2/10/17
Georgia Billera,
Senior Buyer
City of Austin
Purchasing Office



Amendment No. 2
Of
Contract No. NA140000115
For
Environmental Laboratory Services for Microbiological Analysis
Between
Analytical Services, Inc.
And the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective be June 20, 2016 to June 19, 2017 three options will remaining.
- 2.0 The price increase submitted by Analytical Services, Inc. is acceptable, the extension will include new pricing listed below.

Item No. / Description	Old Price	New Price
No. 1. Giardia & Cryptosporidium Tests	\$324.00	\$343.00
No. 2. Additional Sample due to unusual sample condition	\$50.00	\$50.00
No. 3. Additional filters processing to lower detection limit due to unusual sample condition	\$50.00	\$60.00
No. 4. Emergency testing	\$339.00	\$359.00

- 3.0 The total contract amount is increased by \$7,776.00 for this extension period effective June 20, 2016. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 06/20/14 – 06/19/16	\$15,552.00	\$15,552.00
Amendment No. 1: Administrative Increase 25%	\$3,888.00	\$19,440.00
Amendment No. 2: Option 1 06/20/16 – 06/19/17	\$7,776.00	\$27,216.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: *Paul S. Warden*
Printed Name: PAUL S. WARDEN
Authorized Representative AKI, VP

Analytical Services, Inc.
130 Allen Brook Lane
Williston, VT 05495-0515

Signature: *Beatrice Washington 6/3/16*
Beatrice Washington,
Contract Compliance Specialist Senior
City of Austin
Purchasing Office



**Financial and Administrative Service Department
Purchasing Office**
PO Box 1088, Austin, Texas, 78767

June 12, 2014

Analytical Services, Inc (ASI)
130 Allen Brook Lane
Williston, VT 05495
Attn: Paul Warden

Dear Mr. Warden:

The City of Austin has approved the award and execution of a contract with your company for Environmental Laboratory Services for Microbiological Analysis

Responsible Department:	Austin Water Utility
Department Contact Person:	Virginia Soto-Reynolds
Department Contact Email:	Virginia.Soto-Reynolds@austintexas.gov
Department Contact Telephone:	512-972-0337
Project Name:	Environmental Laboratory Services for Microbiological Analysis
Contractor Name:	Analytical Services Inc. (ASI)
Contract Number:	2200 NA140000115
Contract Amount:	\$15552.00/24-month
Contract Period:	06/20/2014 – 06/19/2016
Extension Options:	Two (2) 12-months/ \$ 7776.00 each option
Requisition Number:	2200 14033100281
Solicitation Number:	STA1129

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

A handwritten signature in black ink that reads "Darralyn N. Johnson".

Darralyn N. Johnson,
Purchasing Office

CC: Virginia Soto-Reynolds, Austin Water Utility

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Analytical Services, Inc. (ASI) ("Contractor")
for
Environmental Laboratory Services for Microbiological Analysis
MA 2200 NA140000115**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Analytical Services, Inc. (ASI) having offices at Williston, VT 05495 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number STA1129.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), STA1129 including all documents incorporated by reference
- 1.1.3 Analytical Services, Inc. (ASI) Offer, dated 06/03/2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of twenty four (24) months in an amount not to exceed \$15552.00 with two 12-month extension options in an amount not to exceed \$7776.00 per extension option, a total contract amount not to exceed \$31,104.00. See the Term of Contract provision in Section 0400 for additional Contract requirements.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of
Authorized Person:

Darralyn N. Johnson

Signature:

Darralyn Johnson

Title:

Buyer I

Date

6/12/14

ANALYTICAL SERVICES, INC. (ASI)
Microbiological Testing, Research and Consulting

130 Allen Brook Lane, Williston, VT 05495 USA
1.800.723.4432 / 802.878.5138 Fax: 802.878.6765
www.analyticalservices.com

02 June 2014

Stephen T. Auden
City of Austin, Purchasing Office
124 W 8th Street, Rm 308
Austin, TX 78701

Subject: Environmental Laboratory Services for Microbiological Analyses

Dear Mr. Auden:

Thank you for providing Analytical Services, Inc. (ASI) with the opportunity to submit a bid to the City of Austin for your monitoring needs - ASI is the incumbent laboratory for this contract and we look forward to continuing to serve the City.

Enclosed herein are one (1) original and two (2) signed copies of ASI's proposal, including all requested executed forms and a copy of an ASI invoice.

Laboratory Certification

As a full service environmental microbiology laboratory, ASI provides testing, consulting and research services to clients throughout the U.S. and internationally.

ASI is USEPA Approved to analyze samples for LT2 Round 2 compliance using Methods 1623 and 1623.1, and is listed as an Approved LT2 Laboratory on the USEPA website. ASI has continually participated in and passed the Laboratory Quality Assurance Evaluation Program for Analysis of *Cryptosporidium* under the Safe Drinking Water since its inception.

ASI is also accredited under the National Environmental Laboratory Accreditation Program (NELAP) for EPA Methods 1623 and Method 1623.1 (for *Cryptosporidium* and *Giardia*) and Standard Methods 9223B (for Total Coliform / *E. coli*) in Drinking Water and Non-potable water (as well as other parameters).

ASI holds relevant NELAP accreditations from:

- New Hampshire Environmental Laboratory Approval Program – Primary NELAP
- Texas Commission on Environmental Quality (TCEQ).

ANALYTICAL SERVICES, INC. (ASI)
Microbiological Testing, Research and Consulting

In addition, ASI is also certified by the states of Connecticut, Florida, North Carolina, New Mexico, New York, Ohio, Tennessee, Vermont and Virginia.

Special Services from ASI

- Rush (48 hours) turnaround time (TAT) was requested in the IFB for up to two samples. ASI will provide this service, if requested, at no surcharge. If needed, ASI can also offer 24 hour or even same day TAT in emergencies.
- No matrix spike samples were specified in the Invitation to Bid (ITB). ASI recommends adherence to the Method 1623 specification of one (1) matrix spike for every 20 samples from a particular source (and this frequency is required for LT2 compliance). As a professional courtesy to the City, ASI will analyze Matrix Spikes at the same unit price as provided for routine field samples herein.

Terms and Conditions – ASI accepts all terms and conditions as stated in the ITB. ASI's insurance coverage, health insurance, etc. meet the City's requirements and documentation will be sent upon request.

Thank you again for your continued confidence in ASI; please contact me if you have any questions.

Sincerely,
ANALYTICAL SERVICES, INC.



Paul S. Warden
Vice President & Director of Operations
(800) 723-4432 x15
pwarden@analyticalservices.com



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: STA1129

DATE ISSUED: May 5, 2014

COMMODITY/SERVICE DESCRIPTION: Environmental Laboratory
Services for Microbiological Analyses

REQUISITION NO.: 2200 14033100281

COMMODITY CODE: 96148

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Stephen T. Aden, Sr.
Corporate Purchasing Manager

Phone: (512) 972-4040

E-Mail: steve.aden@austintexas.gov

BID DUE PRIOR TO: 2:00 PM; May 27, 2014

BID OPENING TIME AND DATE: 2:15 PM; ~~May 27, 2014~~

JUNE 3RD

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	4
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ANALYTICAL SERVICES INC.

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: PAUL E WARDEN

Title: VICE PRESIDENT

Signature of Officer or Authorized Representative: [Signature]

Date: 27 MAY 2014

E-mail Address: pwarden@analyticalservices.com

Phone Number: 800-723-4432 x15

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

ANALYTICAL SERVICES, INC.

Name of Local Firm	<i>N/A</i>					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	/											
Physical Address												
Is Firm located in the Corporate City Limits? (circle one)							Yes			No		
In business at this location for past 5 yrs?							Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No						

SUBCONTRACTOR(S):

Name of Local Firm	/											
Physical Address												
Is Firm located in the Corporate City Limits? (circle one)							Yes			No		
In business at this location for past 5 yrs?							Yes			No		

Location Type:	Headquarters	Yes	No	Branch	Yes	No
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Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name ANALYTICAL SERVICES, INC.

1. Company's Name TARRANT REGIONAL WATER DISTRICT
 Name and Title of Contact DARREL ANDREWS, ASST. DIRECTOR
 Present Address 10201 NORTH SHORE RD.
 City, State, Zip Code FT. WORTH, TX 76135
 Telephone Number (817) 335-2491 Fax Number (817) 237-8563
 Email Address dandrews@trwd.com

2. Company's Name CITY OF RALEIGH, NC
 Name and Title of Contact BETTY JOHNSON
 Present Address PO BOX 590
 City, State, Zip Code RALEIGH, NC 27602
 Telephone Number (919) 870-2870 Fax Number (919) 870-2893
 Email Address betty.johnson@ci.raleigh.nc.us

3. Company's Name NORTH TEXAS MUNICIPAL WATER DISTRICT
 Name and Title of Contact BUFORD GREEN
 Present Address 2057 FM 273
 City, State, Zip Code BONHAM TX 75418
 Telephone Number (972) 442-5405 Fax Number () N/A
 Email Address bgreen@ntmwd.com

Section 0815: Living Wages and Benefits Contractor Certification

Company Name ANALYTICAL SERVICES, INC.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title
1 CAROLYN FOGG	PRINCIPAL ANALYST ; 1623
2 SARAH VOLK	PRINCIPAL ANALYST + QA OFFICER
3 DANIELLE GREENE	STAFF MICROBIOLOGIST
4 JONG YU	STAFF MICROBIOLOGIST
5 TYLER LAUNHARDT	LAB TECHNICIAN
6 JUDIE ALLEN	ADMINISTRATIVE MANAGER
7 PAUL WARDEN	VICE PRESIDENT

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Section 0835: Non-Resident Bidder Provisions

Company Name ANALYTICAL SERVICES, INC.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: NON-RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO Which State: VERMONT

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB No. STA1129**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 3:00 PM, Tuesday, May 20, 2014.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will **NOT** be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

- A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB No. STA1129**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **INSURANCE:** Insurance does not apply to this solicitation if shipment is by common courier.
5. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
7. **DELIVERY REQUIREMENTS:**

Location:

Days: Monday - Friday

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB No. STA1129**

City of Austin

Water Quality Laboratory

Attn: Jonathan Davis

14050 Summit Drive, STE 121

Austin, TX 78728

- A. Delivery is to be made within 3-business days after receipt of Proficiency Testing (PT) sample analysis results and evaluations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

8. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility, Laboratory Services Division
Attn:	Glenly Iffla
Address	14050 Summit Drive, STE 121
City, State Zip Code	Austin, TX 78728

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor):

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB No. STA1129

- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

**CITY OF AUSTIN
PURCHASING OFFICE
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- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Utility Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Utility building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Utility building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB No. STA1129

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.
13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Virginia Soto-Reynolds, Contract Compliance Specialist, Sr., Austin Water Utility

Phone: 512/972-0337

E-Mail: Virginia.soto-reynolds@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

BID SHEET
CITY OF AUSTIN
ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSES

BID NO. STA1129

RQM NO. 2200 14033100281

BID OPENING DATE AND TIME: 2:15 PM; May 27, 2014

BUYER: Stephen Aden

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Giardia & Cryptosporidium Tests	24	ea	324.00	7,776.00
	FOR INFORMATIONAL PURPOSES ONLY:				
2	Additional sample due to unusual sample condition	1	ea	50.00	
3	Additional filters processing to lower detection limit due to unusual sample condition	3	ea	50.00	
4	Emergency testing	2	ea	339.00	
				TOTAL	7,776.00

ALL SHIPPING AND HANDLING CHARGES MUST BE INCLUDED IN BID. DELIVERY TERMS: DELIVERY SHALL BE FOB DESTINATION, PREPAID AND ALLOWED

Vendor's Delivery Method: ___FedEx / Common Carrier___ (A Certificate of Insurance will be required if delivery is made by other than common carrier (FedEx, UPS, etc.)

COMPANY NAME: ___ANALYTICAL SERVICES, INC. (ASI)___

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: ___Paul S. Warden___

EMAIL ADDRESS: ___pwarden@analyticalservices.com___

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME___Julie Allen___PHONE:___800-723-4432x12___

Analytical Services, Inc.

130 Allen Brook Lane
Williston, VT 05495
USA

INVOICE

Invoice Number: 19103

Invoice Date: Apr 24, 2012

Page: 1

Voice: 802-878-5138

Fax: 802-878-6765

Bill To:

AUSTIN, WATER QUALITY, CITY OF
GLENLY IFFLA
14050 SUMMIT DRIVE, STE 121
AUSTIN, TX 78728

Customer ID	Customer PO	Payment Terms	Due Date
AUSTIN	DO 2200 11100700561	Net 30	5/24/12

Quantity	Item	Sample ID / Description	Unit Price	Amount
1.00	M-609	45208-01 Consumable Supplies		
1.00	M-902	45208-01 Ground (to client)		
1.00	M-280	45208-01 Giardia and Cryptosporidium (HV)	339.00	339.00
1.00	M-280	45208-02 Giardia and Cryptosporidium (HV)	339.00	339.00
<div>SAMPLE</div>				

Subtotal	678.00
Sales Tax	
Total Invoice Amount	678.00
Payment/Credit Applied	678.00
TOTAL	0.00

Check/Credit Memo No: 3409302

If not paid by due date, interest of 1.5% per month will be added.



**REQUEST FOR QUOTATION ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS
ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSIS**

SOLICITATION NO.: IFB STA1129

ADDENDUM NO. 1

DATE OF ADDENDUM: May 21, 2014

To Whom It May Concern:

This addendum is to incorporate changes to the following solicitation document:

1.0 Clarification of specification items:

1.1 Section 3.6 will be replaced with the below wording:

The Contractor shall assume all costs associated with shipping of sample containers and filters to the City's lab. (The City will assume all costs for shipping samples to the Contractor).

1.2 Section 3.16 will be replaced with the below wording:

The Contractor shall have a minimum of 5 years of experience in performing EPA Method 1623 using the methods under QA/QC

1.3 Section 3.17 will be replaced with the below wording:

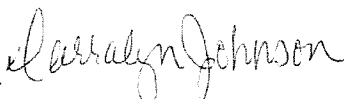
The Contractor shall be an EPA and TCEQ-approved laboratory for protozoan compliance testing under the Long Term 2 Enhanced Surface Water Treatment Rule and shall maintain approval during this contract.

2.0 Questions and Answers

- 2.1 I am assuming you will still be filtering in the field versus submitting bulk filters? Yes, filtering will occur in the field.
- 2.2 Regarding the following section in the specifications document, shouldn't it read "to the City's lab" instead of "from the City's lab" since the following parenthetical statement clarifies that the city will assume shipping costs to contractor lab? Yes it should say "to the City's lab" in 3.6 of the specs. That clarification is also listed above.
- 2.3 Would it be acceptable to process your samples with the updated Method 1623.1 versus 1623. For the filtamax filters (which we are still using), there really is not much difference. Yes, EPS 1623.1 is acceptable since it is an EPA-approved version of the method.

3.0 All other terms and conditions remain the same.

By the Signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced RFQ.

Signed: 

Darralyn N. Johnson, Buyer I
City of Austin
Purchasing Office
5/21/14
Date

ACKNOWLEDGED BY:

Asymptotic Services, Inc.
SUPPLIER

P. W. Anderson
AUTHORIZED SIGNATURE

22 May 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO BID CLOSING WITH YOUR EMAILED BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER



**REQUEST FOR QUOTATION ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS
ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSIS**

SOLICITATION NO.: IFB STA1129

ADDENDUM NO. 2

DATE OF ADDENDUM: May 21, 2014

To Whom It May Concern:

This addendum is to incorporate changes to the following solicitation document:

1.0 Clarification of specification items:

1.1 Section 3.9 will be replaced with the below wording:

The Contractor shall provide expedited services up to 2 times per year due to emergency requests from the City...

1.2 Section 3.10 will be replaced with the below wording:

The Contractor shall be able to provide one copy of sample analysis records within 3 business days after request by Contact Person. The Contractor shall maintain records for a minimum of 5 years after analysis and shall include, but is not limited to...

2.0 All other terms and conditions remain the same.

By the Signatures affixed below, Addendum No. 2 is hereby incorporated into and made a part of the above referenced RFQ.

Signed: *Darralyn N. Johnson*

Darralyn N. Johnson, Buyer I
City of Austin
Purchasing Office
5/21/14
Date

ACKNOWLEDGED BY:

ANALYTICAL SERVICES, INC.
SUPPLIER

Bob Kaden
AUTHORIZED SIGNATURE

22 May 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO BID CLOSING WITH YOUR EMAILED BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER



**REQUEST FOR QUOTATION ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS
ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSIS**

SOLICITATION NO.: IFB STA1129

ADDENDUM NO. 3

DATE OF ADDENDUM: May 23, 2014

To Whom It May Concern:

This addendum is to incorporate changes to the following solicitation document:

- 1.0 The Bid Opening Date has been extended to June 3, 2014
- 2.0 Additional clarifications shall be issued through Addendum #4
- 3.0 All other terms and conditions remain the same.

By the Signatures affixed below, Addendum No. 3 is hereby incorporated into and made a part of the above referenced RFQ.

Signed:

Darralyn Johnson

Darralyn N. Johnson, Buyer I
City of Austin
Purchasing Office
5/23/14
Date

ACKNOWLEDGED BY:

Analytical Services, Inc.
SUPPLIER

P. W. Anderson
AUTHORIZED SIGNATURE

23 May 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO BID CLOSING WITH YOUR EMAILED BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER



**REQUEST FOR QUOTATION ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS
ENVIRONMENTAL LABORATORY SERVICES FOR MICROBIOLOGICAL ANALYSIS**

SOLICITATION NO.: IFB STA1129

ADDENDUM NO. 4

DATE OF ADDENDUM: May 27, 2014

To Whom It May Concern:

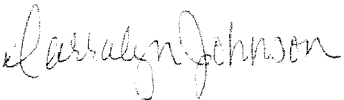
This addendum is to incorporate changes to the following solicitation document:

1.0 Questions and Answers

- 1.1 Is there an incumbent contract holder for this work? If so, would the City of Austin be able to disclose the awarded contract holder and pricing so that we may be more competitive in our proposal? This information can be found by visiting <http://www.austintexas.gov/departments/purchasing>. Click the "Solicitations" link. Click the "Contract Catalog" tab and search for NA120000133
- 1.2 Please clarify statement A under "Delivery Requirements" on p. 3 as the PT results are discussed in relation to shipping and appear out of place. The PT requirements are clarified in line item 3.14. Statement A of "Delivery Requirements" should refer to the reports. Disregard references to PT Samples. See Section 3.0 of this addendum. PT Sample requirements are found in the Scope of Work (Section 0500) in Section 3.14 and those requirements are to be followed.
- 1.3 You state that the testing will include Giardia and Cryptosporidium but LT2 only requires Cryptosporidium. The Giardia is a part of the Method 1623.1 but there is no requirement to be certified for this. Can you confirm? Correct. We want both organisms analyzed but only Crypto is needed for regulatory compliance, therefore, only certification/accreditation for Crypto is required for the contract.
- 1.4 On Addendum No. 1 under Section 1.3 the Contractor shall be EPA and TCEQ approved. However, TCEQ is not certifying for this method (1623.1). They are allowing labs who are EPA approved to perform testing. We are EPA approved so it is our understanding that there is no other approval needed. Currently on EPA's website it states that either the States or the EPA Region offices will handle certification/accreditation (http://water.epa.gov/lawsregs/rulesregs/sdwa/lt2/lab_home.cfm) Therefore, we included our state (TCEQ) in the specs. An entity approved by EPA or TCEQ may perform the specific work or testing tasks. See Section 2.0 of this addendum.
- 1.5 What is the timeframe for awarding this contract. The anticipated Council Date for this item is August 7, 2014 with an award issued shortly thereafter. However, be advised that the Council Date is subject to change.

- 2.0 **Section 3.17 will be replaced with the following wording:** The contractor shall be an EPA or TCEQ-approved laboratory for protozoan compliance testing under the Long Term 2 Enhanced Surface Water Treatment Rule and shall maintain approval during this contract.
- 3.0 The language in the Supplemental Terms and Conditions (Section 0400), #7, Section A will be replaced by the following wording: Delivery of reports shall be postmarked or emailed within 21 calendar days of the date the sample was received from the City. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- 4.0 All other terms and conditions remain the same.

By the Signatures affixed below, Addendum No. 4 is hereby incorporated into and made a part of the above referenced IFB.

Signed: 

Darralyn N. Johnson, Buyer I
City of Austin
Purchasing Office
5/27/14
Date

ACKNOWLEDGED BY:

ANALYTICAL SERVICES, INC.
SUPPLIER


AUTHORIZED SIGNATURE

27 May 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO BID CLOSING WITH YOUR EMAILED BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER