

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Texas A&M AgriLife Extension Soil Testing Laboratory ("Contractor")
for
Soil Nutrient Testing
MA 1500 NA180000095**

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 Texas A&M AgriLife Extension Soil Testing Laboratory having offices at College Station, TX 77845 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 RFQ ARR18255.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFQ ARR 18255 including all documents incorporated by reference
- 1.1.3 Texas A&M AgriLife Extension Soil Testing Laboratory's Offer, dated February 19, 2018, and Texas A&M AgriLife Extension Soil Testing Laboratory's Response to the City's Best and Final Offer dated March 2, 2018.

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 Term of Contract.

1.3.1 The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 36 month Contract. Prices are firm for the first twelve (12) months.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$19,500 for the initial Contract term and \$6,500 for each extension option as indicated in the Quote Sheet, Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 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

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

TEXAS A&M AGRILIFE EXTENSION SOIL
TESTING LABORATORY



Signature

Tony L Provin

Printed Name of Authorized Person

Professor and Extension Specialist

Title

3-30-2018

Date

CITY OF AUSTIN



Signature

Sandy W. Tanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

3/30/18

Date

LIST OF EXHIBITS

Exhibit A – The City's solicitation, RFQ ARR18255

Exhibit B – Texas A&M AgriLife Extension Soil Testing Laboratory's Offer

Exhibit C – Texas A&M AgriLife Extension Soil Testing Laboratory's Response to the City's Best and Final Offer



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: ARR18255

COMMODITY/SERVICE DESCRIPTION: Soil Nutrient Testing

DATE ISSUED: Monday, February 12, 2018

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 18020700255

LOCATION: N/A

COMMODITY CODE: 926-85

QUOTE DUE PRIOR TO: Thursday, February 22, 2018, at 2:00 P.M.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING:

Sydney Richardson, CTPM, CTCM
Contract Management Specialist III

E-Mail: ARR.Solicitations@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:
ARR.Solicitations@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 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.

*****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	3
0500	SPECIFICATION	2
0600	QUOTE SHEET – Must be completed and submitted with Offer	1
0700	REFERENCE SHEET – Complete and submit if required	2
0800	NON-DISCRIMINATION CERTIFICATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	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.

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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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: _____

(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: _____ Which State: _____

- 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: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 ARR.Solicitations@austintexas.gov by one week prior to solicitation close.

2. **INSURANCE:** Insurance does not apply to this solicitation.

3. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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.

4. **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.

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

A. Invoices shall be emailed to ARR.AP@austintexas.gov and the Contract Manager for all the services provided and shall be itemized. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Payment will be made upon receipt of results, according to the specifications described herein, and the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

- i. A unique invoice number;
- ii. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
- iii. The Department's name, "Austin Resource Recovery";
- iv. The name of the Contract Manager for the ARR Department; and
- v. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City.

B. The Contractor agrees to accept payment by 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

6. ECONOMIC PRICE ADJUSTMENT:

- 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. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CIU202S0003000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Wages and Salaries for Private Industry Workers in Service Providing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

7. **INTERLOCAL PURCHASING AGREEMENTS:**

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

9. **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:

Christine Whitney, Program Manager

City of Austin - Austin Resource Recovery

Office Phone: 512-974-6085

Email: christine.whitney@austintexas.gov

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK FOR
NUTRIENT TESTING FOR THE CITY’S SOIL KITCHEN EVENT**

1.0 PURPOSE

The City of Austin (“City”), seeks Contractors qualified to provide nutrient testing for 300 – 500 approximately pint size soil samples in ziptop plastic bags. This scope of work (“SOW”) establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

All eligible quotes submitted in response to this Request for Quote (“RFQ”) that address the objectives of the solicitation will be considered by Austin Resource Recovery (“ARR”). The Contract will be utilized by ARR. The City reserves the right to allow other City Departments to utilize the Contract.

2.0 BACKGROUND

The City will be conducting a Soil Kitchen event on April 14th and 15th, 2018. During this annual event, the City invites food gardeners to bring in small soil samples to be screened for heavy metals by a mobile lab. The City also offers the option of nutrient testing for those same samples.

The City will label each sample with a number code, box up the samples, catalogue the samples per box, and hand deliver or ship the samples to the Contractor within one week of the event.

Please review Section 0600, Quote Sheet, and submit your quote on a per-sample basis. If your pricing structure includes bulk discounts, please let us know at what number of samples that would allow us a discount in the price.

As specified in Section 0400, Item 3.A, the City wishes to establish a contract with the awarded Contractor to provide these services for the Soil Kitchen event for three years (36 months), which may be extended for up to two additional years (12 month periods).

3.0 SCOPE OF WORK

3.1 Analysis and Results

3.1.1 The analysis that should be done on each sample is a base test for basic fertilizer recommendations:

- A. ph level;
- B. Nitrate Nitrogen (NO₃-N);
- C. Phosphorus (P);
- D. Potassium (K);
- E. Calcium (Ca);
- F. Magnesium (Mg);
- G. Sodium (Na);
- H. Sulfur (S); and

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK FOR
NUTRIENT TESTING FOR THE CITY’S SOIL KITCHEN EVENT**

I. Conductivity.

3.1.2 The analysis shall also contain recommendations regarding soil nutrient deficiencies or excesses.

3.1.3 The Contractor shall prepare the nutrient information to be returned to the City within 3 weeks of shipment in electronic format (preferably Microsoft Excel, or able to export into Microsoft Excel) and PDF format that will be posted by the City on the City’s website for the gardeners to look up their results based on a sample number the City will assign to them.

3.2 Project Manager

The Contractor shall provide the contact information (including phone number and email address) of a Project Manager who will oversee the contract. The City reserves the right to request a change in Project Manager.

4.0 QUANTITIES AND OMISSIONS

4.1 Quantities

Quantities provided in this RFQ are estimates and for evaluation purposes only. Actual quantities may be more or less, and no quantities are guaranteed.

4.2 Omissions

It is the intention of this RFQ to procure the services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

5.0 MINIMUM QUALIFICATIONS

5.1 The Contractor must have at least five years’ experience providing similar services. The Contractor shall submit information demonstrating compliance with this requirement. RFQs that do not meet the minimum requirements will be deemed non-responsive and will not be considered.

5.2 The awarded Contractor will need to be registered with the City. If you need to register as a City of Austin vendor, please use this link:

https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: ARR18255

COMMODITY/SERVICE DESCRIPTION: Soil Nutrient Testing

DATE ISSUED: Monday, February 12, 2018

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 18020700255

LOCATION: N/A

COMMODITY CODE: 926-85

QUOTE DUE PRIOR TO: Thursday, February 22, 2018, at 2:00 P.M.

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING:

Sydney Richardson, CTPM, CTCM
Contract Management Specialist III

E-Mail: ARR.Solicitations@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:
ARR.Solicitations@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 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.

*****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.

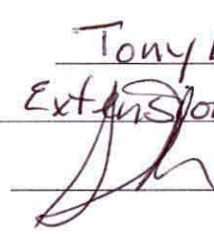
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If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the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

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: Texas A+M Agr. Life Extension Soil Testing Laboratory
Company Address: 2610 F+B Road
City, State, Zip: College Station, TX 77845
Federal Tax ID No. _____
Printed Name of Officer or Authorized Representative: Tony L Provin
Title: Professor and Extension Specialist
Signature of Officer or Authorized Representative: 
Date: 2-19-2018
Email Address: *-provin@gmail.com
Phone Number: 979-845-4816

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

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

City of Austin Brownfields Program
Christine Whitney - Brownfields Program Manager
Soil Kitchen
P.O. Box 1088
Austin, TX 78767
(512) 974-6085 Fax Number ()
christine.whitney@austintexas.gov

2. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

Texas A+M AgriLife Extension - Nueces Cty
Jason Ott - County Extension Agent
City of Corpus Soil Testing Campaign
710 E. Main Ave Ste I
Robstown, TX 78380 - 3148
(361) 767-5217 Fax Number (361) 767-5248
jason.ott@ag.tamv.edu

3. Company's Name

Name and Title of Contact

Project Name

Present Address

City, State, Zip Code

Telephone Number

Email Address

SSC Service Solutions
Seth Flowers Grounds Manager
Texas A+M Univ. Campus
Facilities Services, TAUU 1156, 600 Agronomy Rd
College Station, TX 77843 - 1156
(979) 446-2266 Fax Number ()
Seth.Flowers

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19th day of Febr, 2018

CONTRACTOR Texas A&M AgriLife Extension
Authorized Signature [Signature] Soil Testing Lab
Title Professor

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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: _____

(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: _____ Which State: _____

- 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: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 ARR.Solicitations@austintexas.gov by one week prior to solicitation close.

2. **INSURANCE:** Insurance does not apply to this solicitation.

3. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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.

4. **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.

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

A. Invoices shall be emailed to ARR.AP@austintexas.gov and the Contract Manager for all the services provided and shall be itemized. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Payment will be made upon receipt of results, according to the specifications described herein, and the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor:

- i. A unique invoice number;
- ii. The ARR provided purchase order or delivery order number and the ARR contract number, if applicable;
- iii. The Department's name, "Austin Resource Recovery";
- iv. The name of the Contract Manager for the ARR Department; and
- v. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City.

B. The Contractor agrees to accept payment by 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

6. ECONOMIC PRICE ADJUSTMENT:

- 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. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CIU202S0003000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Wages and Salaries for Private Industry Workers in Service Providing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

7. INTERLOCAL PURCHASING AGREEMENTS:

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

9. **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:

Christine Whitney, Program Manager

City of Austin - Austin Resource Recovery

Office Phone: 512-974-6085

Email: christine.whitney@austintexas.gov

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK FOR
NUTRIENT TESTING FOR THE CITY'S SOIL KITCHEN EVENT**

1.0 PURPOSE

The City of Austin ("City"), seeks Contractors qualified to provide nutrient testing for 300 – 500 approximately pint size soil samples in ziptop plastic bags. This scope of work ("SOW") establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

All eligible quotes submitted in response to this Request for Quote ("RFQ") that address the objectives of the solicitation will be considered by Austin Resource Recovery ("ARR"). The Contract will be utilized by ARR. The City reserves the right to allow other City Departments to utilize the Contract.

2.0 BACKGROUND

The City will be conducting a Soil Kitchen event on April 14th and 15th, 2018. During this annual event, the City invites food gardeners to bring in small soil samples to be screened for heavy metals by a mobile lab. The City also offers the option of nutrient testing for those same samples.

The City will label each sample with a number code, box up the samples, catalogue the samples per box, and hand deliver or ship the samples to the Contractor within one week of the event.

Please review Section 0600, Quote Sheet, and submit your quote on a per-sample basis. If your pricing structure includes bulk discounts, please let us know at what number of samples that would allow us a discount in the price.

As specified in Section 0400, Item 3.A, the City wishes to establish a contract with the awarded Contractor to provide these services for the Soil Kitchen event for three years (36 months), which may be extended for up to two additional years (12 month periods).

3.0 SCOPE OF WORK

3.1 Analysis and Results

3.1.1 The analysis that should be done on each sample is a base test for basic fertilizer recommendations:

- A. pH level;
- B. Nitrate Nitrogen (NO₃-N);
- C. Phosphorus (P);
- D. Potassium (K);
- E. Calcium (Ca);
- F. Magnesium (Mg);
- G. Sodium (Na);
- H. Sulfur (S); and

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
SCOPE OF WORK FOR
NUTRIENT TESTING FOR THE CITY'S SOIL KITCHEN EVENT**

I. Conductivity.

3.1.2 The analysis shall also contain recommendations regarding soil nutrient deficiencies or excesses.

3.1.3 The Contractor shall prepare the nutrient information to be returned to the City within 3 weeks of shipment in electronic format (preferably Microsoft Excel, or able to export into Microsoft Excel) and PDF format that will be posted by the City on the City's website for the gardeners to look up their results based on a sample number the City will assign to them.

3.2 Project Manager

The Contractor shall provide the contact information (including phone number and email address) of a Project Manager who will oversee the contract. The City reserves the right to request a change in Project Manager.

4.0 QUANTITIES AND OMISSIONS

4.1 Quantities

Quantities provided in this RFQ are estimates and for evaluation purposes only. Actual quantities may be more or less, and no quantities are guaranteed.

4.2 Omissions

It is the intention of this RFQ to procure the services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

5.0 MINIMUM QUALIFICATIONS

5.1 The Contractor must have at least five years' experience providing similar services. The Contractor shall submit information demonstrating compliance with this requirement. RFQs that do not meet the minimum requirements will be deemed non-responsive and will not be considered.

5.2 The awarded Contractor will need to be registered with the City. If you need to register as a City of Austin vendor, please use this link:

https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
QUOTE SHEET FOR
NUTRIENT TESTING FOR THE CITY'S SOIL KITCHEN EVENT**

Special Instructions: Please submit your bid on a per-sample basis.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

Cost Quote				
Line Item	Item Description	Quantity	Unit Price	Extended Price
1.1	Soil Samples	500	\$13.00	\$6500

2.1 If your pricing structure includes bulk discounts, please let us know at what number of samples that would allow us a discount in the price.

CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT
QUOTE SHEET FOR
NUTRIENT TESTING FOR THE CITY'S SOIL KITCHEN EVENT

Special Instructions: Please submit your bid on a per-sample basis.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

Cost Quote				
Line Item	Item Description	Quantity	Unit Price	Extended Price
1.1	Soil Samples	500*	\$13.00	\$6500.00

2.1 If your pricing structure includes bulk discounts, please let us know at what number of samples that would allow us a discount in the price.

Discount of \$2 per sample when submitted in groups of 50 or more at a single delivery. That bulk discount price of \$11.00

*Tony Provin
Texas A+M AgriLife
Extension Soil Testing
Laboratory*