Austin

Invitation for Quotation

Austin Forensic Science

IFQ 9000 JXS1042

QUANTIFILER TRIO KIT & SUPPLIES FOR DNA - CAP LAB

Bid Due: 11/13/2026 at 3:00 PM

The purpose of this contract is for a one-time purchase supplies needed for DNA Analysis by the Forensic Science - CapLab at 812 Springdale Rd, Austin TX, 78702.

Janet Lujan

512-974-5067

janet.lujan@austintexas.gov

Invitation For Quotation

Instructions to Respondents of this IFQ

Submit quotes to the email address below using this form and the documents within this attachment. Items quoted must meet or exceed City of Austin Specifications. The City reserves the right to determine same or equal status.

The City is exempt from Federal Excise and State Sales Tax therefore, tax must not be included in the quoted price.

All quotes must be submitted on FOB Destination basis, with all freight charges included in the item price.

EMAIL OFFER TO: Janet.Lujan@austintexas.gov

INSTRUCTIONS

1. INVITATION FOR QUOTATIONS (IFQ)

1.1. Invitation. The City of Austin invites you to submit a Quote to provide the goods and/or services described in this Solicitation.

1.2. Process. Notices for this IFQ are based on the applicable commodity code(s). If the commodity code(s) had enough certified vendors, an initial notice is sent via email only to those vendors who are certified through the State of Texas and City as HUBS or M/WBE's. If the City receives adequate quotes from those certified contractors, the contract will be awarded at that time. If the City does not receive adequate quotes from the initial notice, the solicitation will then be posted online at the City's Austin Finance Online website and a notice will be emailed to all vendors registered for the applicable commodity code(s).

1.3. Changes. The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation, or change. Oral explanations or instructions given before the award of the Contract are not binding.

1.4. Review of Documents. Offerors shall review the entire Solicitation, as revised. Offerors shall notify the person listed on the Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.

2. COMMUNICATIONS

2.1. Questions. Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the contact person displayed on the Solicitation Cover Sheet.

3. OFFER PREPARATION

3.1. Offer Submittals. Offerors intending to respond to this Solicitation shall complete each of the Submittal documents. At a minimum Submittals will include a Price Sheet and a signed Offer Sheet.

3.2. Proprietary and Confidential Information. All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. With the exception of the Quote Sheet, which shall not be kept confidential, Offerors seeking to keep any other portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.

3.3. Materials Specifications/Descriptive Literature.

3.3.1. If a Solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

3.3.2. Material specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify

material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

3.3.3. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

3.3.4. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

4. OFFER EVALUATION

4.1. Basis of Competition. The City may compare quotes based on the prices for individual line items, the prices for categories of line items, the aggregate price, or other award basis that is most advantageous to the City. The City will choose the basis of competition that best meets the City's needs for the resulting contracts. Award will be made to the lowest Offer meeting any minimum requirements set forth in the solicitation.

4.2. Evaluation. The lowest offer will be reviewed to ensure any minimum qualifications stated in this solicitation are met. If any minimum qualifications are not met, the City will move to the next Lowest Offer and repeat the process. The City reserves the right to require references from the lowest offeror prior to contract award to confirm minimum qualifications.

5. ADMINISTRATIVE MATTERS

5.1. Solicitation File. All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections.

5.2. Complaints. Any complaint regarding this solicitation shall be emailed to the contact listed on the Solicitation Cover Sheet. The complaints will be reviewed and responded to in a timely manner.

TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT**: The Contract, including any Addenda, Exhibits, or Attachments incorporated herein by reference constitute the entire agreement between City of Austin ("City") and the Contractor for the materials, equipment, parts, and/or services (hereafter "goods" and/or "services") described thereon. Acceptanceis limited to the terms stated herein, and any additional or different terms proposed by Contractor shall be of no force and effect and are hereby rejected unless expressly agreed to in writing by the City.

2. **PAYMENT TERMS AND DISCOUNTS**: Payments shall be paid to Contractor within thirty (30) days contingent upon thefollowing:
   - **2.1.** Application of payment discounts, if considered to be in the best interest of the City;
   - **2.2.** From date of receipt by the City's Authorized Contact of properly documented invoices as determined by thebudgetary and fiscal guidelines of the City;
   - **2.3.** On the condition that the Contractor has delivered the goods and/or performed the services to the satisfaction of the City. Prices invoiced shall be inclusive of all taxes, fees, surcharges, or other payments unless agreed to in the Work Authorization.
     - **2.3.1.** Invoices for goods or services must be submitted to the City's Authorized Contact upon delivery of goods or upon performance of services. If invoices are for goods, invoices should be submitted to the City when such goods are delivered to a carrier for final delivery to the City or upon actual delivery of goods to the City by the Contractor. Contractor's submittal of invoices for services shall correlate with the payment schedule agreed upon by the Contractor and the City as evidenced in this Contract. Authorized contact name and mailing address can be found on the purchase order.

3. **AUDITS AND RECORDS**:
   - **3.1.** The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City anyoverpayments disclosed by any such audit.
   - **3.2.** Records Retention:
     - **3.2.1.** Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
     - **3.2.2.** All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
     - **3.2.3.** The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract oruntil all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

3.3. The Contractor shall include sections A and B above in all subcontractor agreements entered in connection with this Contract.

4. **FINANCIAL DISCLOSURES AND ASSURANCES:** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to complywith this requirement shall be grounds for terminating the Contract.

5. **TERMINATION**:
   - **5.1.** City reserves the right to terminate this Contract at any time and for any reason, including convenience, with respect to undelivered goods or unperformed services. Such termination shall be by written or electronic notice or by oral notice confirmed in writing.
   - **5.2.** Except as otherwise provided for in this Contract, the City and the Contractor shall consider this Contract terminated upon completion of the performance obligations and upon completion of payment obligations.

6. **DELIVERY**: Time is of the essence. If delivery of conforming goods or performance of conforming services is not completed by the time(s) promised, the City reserves the right, in addition to any other rights and/or remedies it may have under the law or in equity, to cancel this Contract, to reject such goods or services in whole or in part on reasonable notice to Contractor and/or to purchase substitute goods or services elsewhere and charge Contractor with any loss incurred by the City. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Contractor severable. The City will not accept shipments made by C.O.D.

7. **PRICE**: The City shall not be billed at prices higher than stated herein unless authorized in writing by the City. Contractor represents that the prices charged for the goods and/or services covered by this Contract are no greater than the lowest prices charged by Contractor to comparable entities and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery, and performance. Contractor agrees to notify the City of any price reduction made in goods and/or services covered by this Contract subsequent to the date hereof and prior to delivery or performance of services and Contractor agrees that any such reduction will be applicable to this Contract.

8. **FORCE MAJEURE:** Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non- performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

9. **WARRANTIES**: In addition to all warranties established by law, Contractor hereby warrants and agrees that:

9.1. All goods and services covered by this Contract shall conform to the specifications, drawings, samples or other descriptions furnished by the City and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. The City shall have the right of inspections and approval and, in addition to its other rights and remedies, reject and return goods or require re-performance of services at Contractor's expense if defective or not in compliance with the City's specifications and/or scope of work. Defects shall not bedeemed waived by the City's failure to notify Contractor upon receipt of goods or completion of services or by payment of invoice.

9.2. No disclosure, description or other communication of any sort shall be made by Contractor to any third person ofthe City's purchase of goods or services hereunder, or of the details and characteristics thereof, without the City's prior written consent. Anything furnished to Contractor by the City pursuant to this Contract, including without limitation samples, drawings, patterns and materials shall be kept confidential and remain the property of the City, shall be held at Contractor's risk and shall be returned upon completion of performance hereunder, and no disclosure or reproduction thereof in any form shall be made without the City's prior consent in writing.

9.3. All goods delivered pursuant to this Contract and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state, or local laws or regulations.

9.4. The use or sale of any goods delivered hereunder, or any part thereof, except goods produced to the City's drawings or specifications, does not infringe on any adverse and existing patent, copyright, or license. Contractor agrees to indemnify and hold harmless the City from any such patent, copyright, or license infringement violations. This indemnity provision shall survive any termination or expiration of this Contract.

9.5. The foregoing warranties shall survive City's acceptance of goods and performance of services hereunder.

10. **LOSS IN TRANSIT AND ENVIRONMENTAL RESPONSIBILITY**: Title and risk of loss of goods and services purchased by the City under this Contract shall pass to the City upon acceptance of such goods and/or services. All shipments made under this Contract, regardless of the designated F.O.B. point, shall be in accordance with all applicable federal, state, or local laws and/or regulations, including but not limited to U.S. Department of Transportation and U.S. Environmental Protection Agency regulations for hazardous substances. Prior to the City's acceptance of such goods and/or services, the City shall not be liable for any discharge, spill or other incident, including but not limited to expenses nor for any clean-up costs involving any materials, equipment, or parts.

11. **MARKING**: Contractor shall mark each package, container, or shipment clearly with the City's name, address, contents, and applicable Contract number(s).

12. **ASSIGNMENT**: Contractor shall not assign or subcontract any of its rights or obligations under this Contract without the prior written permission of the City. As such, assignment of this Contract or of any interest herein or of any money due or to become due hereunder without the prior written consent of the City shall be void. In no event shall the City's written permission (if any) be construed as discharging or releasing Contractor from the performance of its obligations

specified in this Contract.

13. JURISDICTION AND VENUE: The formation, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas as applicable to the City of Austin. Court of jurisdiction shall be the state courts in Travis County, Texas.

14. EMPLOYEES, INSURANCE, INDEMNIFICATION:

14.1. In providing goods, materials, equipment, parts or performing services hereunder, Contractor is an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation, exclusive liability for the payment of all Federal, State, and Local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, FROM AND AGAINST WHICH LIABILITY THE CONTRACTOR AGREES TO INDEMNIFY, EXONERATE AND HOLD HARMLESS THE CITY.

14.2. Prior to the commencement of any services hereunder, Contractor must have purchased insurance to show evidence that at least an appropriate level of personal and business insurance to ensure the City is adequately indemnified for any and all claims related to the Contractor's performance. At the City's option, higher limits and additional insurance policies may be required. Contractor shall, when required by the terms of the contract or solicitation documents, provide to the City with certificate of insurance coverage.

14.3. Contractor's insurance policies, regardless of any like insurance coverage that the City may have, shall be primary with respect to the interest of the City, and any insurance maintained by the City is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have.

14.4. Contractor will (or will cause the respective insurance carrier to) provide the City with written notice prior to the cancellation, termination, non-renewal, or any other material change in the policies.

14.5. Nothing in this Contract shall limit Contractor's liability to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance policies required herein or by law.

14.6. Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation or Professional Liability, shall name the City and its directors, officers, officials, managers, representatives, agents, and employees as additional insured, to the extent allowable under such policies.

15. GENERAL LIABILITY AND INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, INCLUDING ITS OFFICERS, OFFICIALS, EMPLOYEES, OR AGENTS, AGAINST LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING ATTORNEY FEES, ONLY TO THE EXTENT THAT THE LIABILITY, DAMAGES, LOSSES OR COSTS ARE CAUSED BY, OR ARISE OUT OF, THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, OR AGENTS. THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CONTRACT.

16. CARE, CUSTODY, AND CONTROL OF SERVICES, PROPERTY, MATERIALS, AND EQUIPMENT: To the extent that Contractor provides goods and/or services, Contractor shall have the full responsibility for and the risk of loss forsuch goods and/or services, including the City's furnished property, equipment, and materials under Contractor's care, custody, control.

17. **WAIVER OF CONSEQUENTIAL DAMAGES**: NOTWITHSTANDING ANY OTHER PROVISION IN THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED. THIS LIMITATION ON CONSEQUENTIAL DAMAGES DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR DIRECT DAMAGES TO PROPERTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

18. **COMPLIANCE WITH LAWS AND CITY'S RULES**:
    - **18.1.** The City of Austin is exempt from payment of gross receipts tax on certain and various materials but is subject to such tax on services and certain other materials.
    - **18.2.** The taxable status of any sale of materials or services must be determined by the Contractor's legal counsel or tax consultant. Invoices rendered for additional taxes after contract award will not be honored.
    - **18.3.** Any bribes, gratuities or kickbacks of any type are expressly forbidden, and such acts may be subject to civil penalty.
    - **18.4.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.
    - **18.5.** **Wage Theft:** This Solicitation is subject to City Code, Chapter 4-22 Wage Theft (Ordinance No. 20221201-031 | Code of Ordinances | Austin, TX | Municode Library). In accordance with City Code, Ch. 4-22, any Employer that submits an Offer to the City is required to provide certification (see the Employer Certification Wage Theft Ordinance – Responsibility Criteria included in this the Solicitation) that they have not been adjudicated for Wage Theft related incidents within five (5) years prior to the date set forth within the Employer Certification Wage Theft Ordinance – Responsibility Criteria. Additionally, City Code, Ch. 4-22 Wage Theft, requires all Employers to complete a training program designed by the Wage Theft Coordinator on federal and state wage laws and the provisions of City Code, Ch. 4-22 Wage Theft. All Employers must complete the City of Austin Wage Theft Training within 30 days of being awarded a contract with the City. Contact the Wage Compliance Team to register for training or additional information at wagetheft@austintexas.gov.

19. **NON-DEBARMENT CERTIFICATION:** When using Federal funds, the City of Austin does not Contract with or makeprime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

20. EQUAL OPPORTUNITY:

20.1. Equal Employment Opportunity: No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City's Central Procurement Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.

20.2. Non-Retaliation: 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.

20.3. Americans with Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

21. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION: Pursuant to Amawi v. Pflugerville Independent School District, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

21.1. Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

21.2. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.

21.3. If the Contractor qualifies as a "company", then the Contractor verifies that he:

21.3.1. does not "boycott Israel"; and

21.3.2. will not "boycott Israel" during the term of this Contract.

21.4. The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

22. PROHIBITION ON LGBTQ+ CONVERSION THERAPY: The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting withanother entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☐ (Check) **OFFEROR HEREBY CERTIFIES**
Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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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 beprovided 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 orservice 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 inthis chapter.

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

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. 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.

2. 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.

3. 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 ensurethat such conduct does not continue.

4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.

5. 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 FORTHHEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTORFOR ALL PUPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

6. Contractor agrees 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 5-4-2 and the Non-Retaliation Policy.

7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate, 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.

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and check the applicable boxes in response to both certifications below.

OFFEROR HEREBY CERTIFIES

☐ **YES** ☐ **NO** (Check One) Offeror **IS (YES)** or **IS NOT (NO)** a Non-Resident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "YES" is checked, provide the name of the State where Non-Resident Bidder's Principal Place of Business is located.

_____
(STATE)

OFFEROR HEREBY CERTIFIES

☐ **YES** ☐ **NO** (Check One) Offeror **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies, and/or Materials in accordance with Texas Government Code Ch. 2252.002.

If "YES" is checked, provide the name of the State where majority of the Equipment, Supplies, and/or Materials were manufactured.

_____
(STATE)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the Citymust apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent withthe applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractorwhose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

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 or Officer of Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

***Completed Quote Sheet must be submitted with this Offer Sheet to be considered for award.**

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: _____

Printed Name of City's Authorized Procurement Staff: _____

Title of City's Authorized Procurement Staff: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

WAGE THEFT

Any Employer that submits an offer to the City seeking award of a city contract prior to awarding a contract are required to certify that they have not been adjudicated for certain offenses related to wage theft. See City of Austin Ordinance No. 20221201-031. "Wage theft" and "adjudicated" are to be understood per the definitions set forth in Austin City Code Chapter 4, § 4-22-1 (G) and (H).

Solicitation or Agreement Title: __ _____

Solicitation Posting Date or Agreement Start Date: __ _____

All Employers are required to complete the City of Austin Wage Theft Training within 30 days of being awarded a contract with the City. Contact the Wage Compliance Team to register for a class.

I hereby certify, under penalty of perjury under the laws of the State of Texas, that the below certification is true and correct and that I am authorized to make the following certification on behalf of the firm listed herein.

CERTIFICATION:

This firm has NOT been adjudicated for wage theft related incidents as defined in Austin City Code Chapter 4, § 4-22-1 (G) & (H) within five (5) years prior to the above-stated date. Furthermore, this firm agrees to abide by the items outlined in Section 4-22-5 (B) and Section 4-22-6 (A) of the Austin City Code.

Firm Name: ___ _____
Name of Employer - Print Full Legal Entity Name of Firm

Signed: ___ _____ ____ _____
Signature of Authorized Person — Print Name of Person Making Certification for Firm

Title: ___ _____ **Place:** ____ _____
Title of Person Making Certificate — Print City and State Where Signed

Date: ___ _____

EMPLOYER CERTIFICATION – WAGE THEFT PROGRAM
If you have questions or need more information, contact us at wagetheft@austintexas.gov

Specifications

SOLICITATION NO. IFQ 9000 JXS1042

Description: DNA Analysis Supplies for Austin Forensic Science-DNA Cap Lab

1.0 Purpose

The purpose of this contract is for a one-time purchase supplies needed for DNA Analysis by the Forensic Science - CapLab at 812 Springdale Rd, Austin TX, 78702.

2.0 Term of Contract

CT: This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Contract are complete or the City terminates the Contract.

3.0 Specification/Requirements

Description of item needed. These are the directions, specifications, and requirements the vendor will follow.

- 2 each – QUANTIFILER TRIO KIT (Cat. No. 501607802)
- 2 each – ANODE BFFR CONTAINR 3500SERIES (Cat. No. 4393927)
- 2 each – A CATHODE BFR CONTAINR 3500 SER (Cat. No. 4408256)
- 3 each – POP-4 384 POLYMER 3500 SERIES (Cat. No. 4393715)
- 2 each – CONDITIONING REAGNT 3500SERIES (Cat. No. 4393718)
- 2 each – FG OPTICAL ADHESIVE COVERS (Cat. No. 4311971)
- 4 each – SEPTA 96 WELL RUO 3500 (Cat. No. 4412614)
- 2 each – MICROAMP CLEAR ADHESIVE FILM (Cat. No. 4306311)

4.0 Ordering & Delivery /Requirements

- Orders will be placed by Contract Manager.
- Orders will be made by email.
- No minimum quantity requirements shall be placed on orders for any item.
- Orders will be visually inspected by the department.
- Packing slips shall contain the following information:
  - Purchase order number
  - Quantity ordered
  - Backordered quantities
  - Description of items shipped

DELIVERY LOCATIONS:

Delivery is to be made within 90 calendar days unless specified otherwise (either verbally or in writing). Delivery shall be made to the following location unless otherwise specified by the City in the order:

Location/Facility Name:	Forensic Science Dept. – Samantha Perkins
Address:	812 Springdale, Austin, TX 78702
Days/Hours of Operation:	Monday – Friday, 8:00am to 3:00pm

5.0 Specific Invoice Requirements

Invoice and Payment Address

The City's preference is to have invoices emailed to apdaccountspayable@austintexas.gov or mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable
Address	PO Box 1629
City, State, Zip Code	Austin, TX 78767-1629
Email:	apdaccountspayable@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

6.0 Designation of Key Personnel

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name/Title	Phone Number	Email Address
Contractor Contract Manager	Janet Lujan	512-974-5067	Janet.Lujan@austintexas.gov
Project Manager	Charity Hubbard	512-424-2997	Charity.Hubbard@dps.texas.gov

IFQ PRICE SHEET
CITY OF AUSTIN

SOLICITATION NAME: DNA Analysis Supplies for Austin Forensic Science-DNA CapLab

SOLICITATION NO.: IFQ 9000 JXS1042

ITEM NO	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	QUANTIFILER TRIO KIT (Cat. No. 4482910), no substitutions Manufacturer: Life Technologies	2	EA		
2	ANODE BFFR CONTAINR 3500SERIES (Cat. No. 4393927), no substitutions Manufacturer: Applied Biosystems™	2	EA		
3	A CATHODE BFR CONTAINR 3500 SER (Cat. No. 4408256), no substitutions Manufacturer: Applied Biosystems™	2	EA		
4	POP-4 384 POLYMER 3500 SERIES (Cat. No. 4393715), no substitutions Manufacturer: Applied Biosystems™	3	EA		
5	CONDITIONING REAGNT 3500SERIES (Cat. No. 4393718); no substitutions Manufacturer: Applied Biosystems™	2	EA		
6	FG OPTICAL ADHESIVE COVERS (Cat. No. 4311971); no substitutions Manufacturer: Applied Biosystems™	2	EA		
7	SEPTA 96 WELL RUO 3500 (Cat. No. 4412614); no substitutions Manufacturer: Applied Biosystems	4	EA		
8	MICROAMP CLEAR ADHESIVE FILM (Cat. No. 4306311), no substitutions Manufacturer: Applied Biosystems™	2	EA		
9	Shipping & Handling	1	EA		
				TOTAL	$0.00

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Delivery Method:

Company Name: