

AN ORDINANCE 2017-06-22-0485

AUTHORIZING ACCEPTANCE OF AN OFFER FROM ZOLL MEDICAL CORPORATION TO PROVIDE AN ANNUAL CONTRACT FOR ZOLL X-SERIES MANUAL MONITOR/DEFIBRILLATORS, ANCILLARY PROPRIETARY SUPPLIES, SERVICE PLANS AND EXTENDED WARRANTY, AND MONITOR REPAIR SERVICES FOR A TOTAL ESTIMATED ANNUAL AMOUNT OF \$324,000.00 FOR AN INITIAL TERM OF TWO YEARS, WITH OPTIONS TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS, FUNDED FROM THE FIRE DEPARTMENT ANNUAL GENERAL FUND BUDGET.

* * * * *

WHEREAS, an offer was submitted by Zoll Medical Corporation, a sole source supplier, to provide the City of San Antonio Fire Department with proprietary Zoll X-Series 12 lead defibrillators, extended warranty, service plans and accessories for an estimated annual amount of \$324,000.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A), which provides for any items that are available only from a sole source of supply; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer submitted by Zoll Medical Corporation to provide the City of San Antonio Fire Department with proprietary Zoll X-Series 12 lead defibrillators, extended warranty, service plans and accessories, for an estimated annual amount of \$324,000.00, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.


SECTION 2. Funding in the amount of \$85,500.00 for this ordinance is available in Fund 11001000, Cost Center 2015040002 and General Ledger 5304050. If approved by council, payment not to exceed the budgeted amount is authorized to Zoll Medical Corporation and should be encumbered with a purchase order. All expenditures will comply with the approved operating budget for current and future fiscal years that fall within the term period of this contract.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

LOC/rk
6/22/17
Item No. 3B


SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 22nd day of June, 2017.



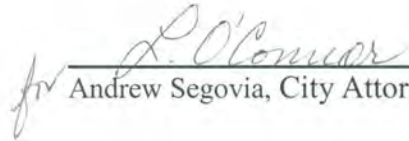
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Andrew Segovia, City Attorney

| | | | | | | | |
|---------------------|--|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 3B (in consent vote: 3A, 3B) | | | | | | |
| Date: | 06/22/2017 | | | | | | |
| Time: | 09:54:47 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An ordinance authorizing acceptance of an offer from Zoll Medical Corporation to provide an annual contract for Zoll "X-Series Manual Monitor/Defibrillators, Ancillary Proprietary Supplies, Service Plans and Extended Warranty, and Monitor Repair Services" for a total estimated annual amount of \$324,000.00 for an initial term of two years, with options to renew for three additional one-year terms, funded from the Fire Department annual General Fund budget. | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ron Nirenberg | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | | |
| William Cruz Shaw | District 2 | | x | | | x | |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | x |
| Greg Brockhouse | District 6 | | x | | | | |
| Ana E. Sandoval | District 7 | | x | | | | |
| Manny Pelaez | District 8 | x | | | | | |
| John Courage | District 9 | | x | | | | |
| Clayton H. Perry | District 10 | | x | | | | |

EXHIBIT I

City of San Antonio Bid Tabulation

| | | | |
|--|---|-----------------------------|---|
| Opened: January 4, 2017 | | SC | SS - Non-Local |
| For: Annual Contract for X Series 12 Lead Defibrillators & Accessories | | | Zoll Medical Corporation |
| 6100008502 | | | 269 Mill Road |
| Item | Description | Est. Annual Quantity | Chelmsford, MA |
| | | | 01824 |
| | | | 800-348-9011 |
| 1a. | Item 1-X Series Unit X Series Monitor/Defibrillator w/12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp, CPR Manufacturer Part No. Subtotal | 5 | \$30,837.00 Zoll 601-2431411-01 \$154,185.00 |
| 1b. | 4 Year Extended Warranty on Zoll Series Unit Manufacturer Part No. Subtotal | 5 | \$3,900.00 Zoll 8778-100044 \$19,500.00 |
| 1c. | 5 Year Preventative Maintenance on Zoll X Series Unit Manufacturer Part No. Subtotal | 5 | \$1,150.00 Zoll 8778-0119 \$5,750.00 |
| 2a. | Item 2-ECG Accessories 12-Lead One Step ECG Cable-AAMI includes 4-lead Trunk Cable, Removable Precordial 6-Lead Set Manufacturer Part No. Subtotal | 50 | \$243.75 Zoll 8300-0802-01 \$12,187.50 |
| 3a. | Item 3-Battery and Charger Accessories Six Hour Rechargeable Sure Power Smart Battery Manufacturer Part No. Subtotal | 51 | \$371.21 Zoll 8000-0580-01 \$18,931.71 |
| 3b. | Replacement AC Power Adapter/Charger, 120 – 240 VAC, 50, 60, 400 Hz Manufacturer Part No. Subtotal | 51 | \$333.75 Zoll 8300-0004 \$17,021.25 |
| 3c. | US Power Cord Manufacturer Part No. Subtotal | 51 | \$45.00 Zoll 8000-0100 \$2,295.00 |
| 3d. | X Series Power Extension Cord Manufacturer Part No. Subtotal | 51 | \$84.00 Zoll 8000-000903-01 \$4,284.00 |

**City of San Antonio
Bid Tabulation**

| | | | |
|-----|--|-------|--|
| 3e. | Charging System (4 Bay) Manufacturer Part No. Subtotal | 5 | \$1,937.25 Zoll 8300-0500-01 \$9,686.25 |
| | Item 4-Cases and Mount Accessories | | |
| 4a. | X Series Carry Case Manufacturer Part No. Subtotal | 25 | \$371.25 Zoll 8707-000502-01 \$9,281.25 |
| | Item 5-Training & Manual Accessories | | |
| 5a. | ECG Plain White Paper-80 mm, pack of 6 rolls Manufacturer Part No. Subtotal | 1,501 | \$18.00 Zoll 8000-000901-01 \$27,018.00 |
| | Item 6-Cables and Sensors | | |
| 6a. | Patient Cable 4' (red) Manufacturer Part No. Subtotal | 50 | DELETED |
| 6b. | Patient Cable 10' (red) Manufacturer Part No. Subtotal | 50 | DELETED |
| 6c. | Ear Sensor (LNCS E1) Manufacturer Part No. Subtotal | 50 | DELETED |
| 6d. | Ear Sensor (M-LNCS E1) Manufacturer Part No. Subtotal | 50 | DELETED |
| 6e. | Patient Cable-4' (red MNC) Manufacturer Part No. Subtotal | 50 | DELETED |
| 6f. | Patient Cable-4' Rainbow Manufacturer Part No. Subtotal | 50 | DELETED |

**City of San Antonio
Bid Tabulation**

| | | | |
|-----|---|-----|---|
| 6g. | Patient Cable-12' Rainbow Manufacturer Part No. Subtotal | 50 | DELETED |
| 6h. | Patient Sensor Adult Rainbow Manufacturer Part No. Subtotal | 50 | DELETED |
| 6i. | Patient Sensor Pediatric Rainbow Manufacturer Part No. Subtotal | 50 | DELETED |
| 6j. | Sensor M-LNCS DCI Resuable Manufacturer Part No. (was 8000-0294) Subtotal | 50 | DELETED |
| 6k. | Dual Lumen NIBP 10' Hose Propaq MD Manufacturer Part No. (was 8300-0002-01) Subtotal | 50 | DELETED |
| 6l. | Infant/Neonate-8' Single Lumen NIBP Hose Manufacturer Part No. Subtotal | 255 | DELETED |
| 6m. | Temperature Skin Probe-Adult YSI Manufacturer Part No. Subtotal | 305 | DELETED |
| 6n. | Limb Lead ECG Cable (4 Lead) Manufacturer Part No. Subtotal | 50 | \$221.25 Zoll 8300-0803-01 \$11,062.50 |
| 6o. | V Lead ECG Cable Manufacturer Part No. Subtotal | 50 | \$221.25 Zoll 8300-0804-01 \$11,062.50 |

**City of San Antonio
Bid Tabulation**

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|---------------------------------|--|-----|--|
| 6p. | Multifunction Therapy Cable Manufacturer Part No. Subtotal | 50 | \$233.50 Zoll 8300-0783 \$11,675.00 |
| 6q. | CPR Connector Manufacturer Part No. Subtotal | 50 | \$198.75 Zoll 8000-0370 \$9,937.50 |
| Item 7: Cuffs and Probes | | | |
| 7a. | Temperature Adult Rectal Probe (YSI) Manufacturer Part No. Subtotal | 280 | DELETED |
| 7b. | 12-Lead Simulator Manufacturer Part No. Subtotal | 25 | DELETED |
| 7c. | Neonatal BP Cuff Kit (Size 1-5) Manufacturer Part No. Subtotal | 252 | DELETED |
| 7d. | Disposal BP Cuff-Soft Infant-2 tube Manufacturer Part No. Subtotal | 21 | DELETED |
| 7e. | Blood Pressure Cuff Child (2 tube) Manufacturer Part No. Subtotal | 27 | DELETED |
| 7f. | Blood Pressure Cuff Adult Manufacturer Part No. Subtotal | 506 | DELETED |
| 7g. | Blood Pressure Cuff Large Adult Manufacturer Part No. Subtotal | 503 | DELETED |

**City of San Antonio
Bid Tabulation**

| | | | |
|-----|--|-------|---------------------|
| 7h. | Filterline Set, Adult/Pediatric Manufacturer Part No. Subtotal | 1,805 | DELETED |
| 7i. | Smart CapnoLine Plus O2 Adult Manufacturer Part No. Subtotal | 162 | DELETED |
| 7j. | Blood Pressure Cuff Thigh Manufacturer Part No. Subtotal | 450 | DELETED |
| | ITEM 2: CATALOG DISCOUNT ZOLL X SERIES PARTS & SUPPLIES Parts % of discount offered Price Schedule Number Effective date of price schedule | | DELETED |
| | Item 3: Labor Rate for Repairs Labor rate per hour | | \$150.00 |
| | Payment Terms | | Net 30 |
| | Estimated Annual Total | | \$323,877.46 |
| | Estimated Annual Award | | \$323,877.46 |

ZOLL.

**ZOLL Medical Corporation's Response to
The City of San Antonio's Request for Offer Number 6100008502**
Proposal Due: January 4, 2017 at 10:00am



ZOLL MEDICAL CORPORATION
269 Mill Road, Chelmsford, MA | www.zoll.com | 800-804-4356



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

**ZOLL Medical Corporation's Response to the City of San Antonio's RFO Number 6100008211
due December 9, 2016 at 10:00am.**

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Section VI- ZOLL Literature

ZOLL.



Section I- Cover Letter



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

December 28, 2016

City of San Antonio Purchasing & General
Services 111 Soledad Suite 1100
San Antonio, TX 78205

RE: RFO Number 6100008502

Dear Sir/Ma'am,

ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your RFO Number 6100008502 due January 4, 2016 at 10:00 a.m.

ZOLL manufactures and markets an integrated line of proprietary, non-invasive resuscitation devices and disposable electrodes. ZOLL's products are used in hospitals, by emergency medical services (EMS) personnel and in public access environments to provide lifesaving pacing and defibrillation to patients suffering cardiac arrest, and for the treatment of patients with life threatening cardiac arrhythmias. ZOLL also designs and markets software that automates collection and management of both clinical and non-clinical data.

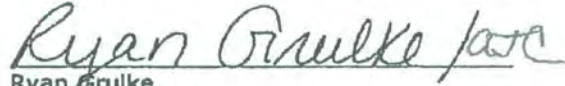
Our proposal includes the following:

- Original Bid Documents, completed & signed, with exceptions to items below:
 - o Page 10- Deliveries
 - o Page 16- Renewals
 - o Page 16- Temporary Short Terms Extensions
 - o Page 17- Warranty
 - o Page 21- Failure to Deliver
 - o Page 21- Acceptance by City
 - o Page 22- Necessity of Timely Invoice/ Waiver of Payment
 - o Page 22- Termination Breach
 - o Page 22- Termination Notice
- Certificate of Interested Parties
- Veteran-Owned Small Business Program Tracking Form
- ZOLL Quotation Number 231358 V.1
- Service & Warranty Documents
 - o ZOLL Technical Support & On-Site Service Document
 - o ZOLL EMS One Year Warranty Document
 - o ZOLL Extended Warranty Document
 - o ZOLL Preventative Maintenance Document
 - o Return Policy
- ZOLL Training Documents
 - o Deployment Plan
 - o ZOLL eLearning Brochure
- ZOLL X Series Literature
 - o X Series Specifications
 - o X Series Brochure
 - o X Series Forward Thinking Brochure
 - o X Series Durability Brochure
 - o Heart of the Matter Brochure

Thank you for the opportunity to respond to this bid request. We stand ready to serve the needs of the City of San Antonio, and look forward to the prospect of a long and mutually rewarding relationship.

If you need any further information or assistance, please do not hesitate to call me at 512-277- 0424 (mobile) or email me, rgrulke@zoll.com.

Regards,

A handwritten signature in black ink that reads "Ryan Grulke" followed by a stylized flourish.

Ryan Grulke
EMS Regional Manager

RG/ajc
Enclosures

ZOLL.



**Section II- Original Bid Documents,
Signature Pages, & Exceptions**



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100008502

ANNUAL CONTRACT FOR ZOLL X-SERIES 12 LEAD DEFIBRILLATORS AND ACCESSORIES

Date Issued: December 22, 2016
OFFERS MUST BE RECEIVED **NO LATER THAN:**
10:00 AM Central Time, January 4, 2016

Offers may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 500
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR ZOLL X-SERIES 12 LEAD DEFIBRILLATORS AND ACCESSORIES"

Offer Due Date: 10:00 a.m. Central Time, January 4, 2016

Offer No.: 6100008502

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference NO

Staff Contact Person: STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283 3966. Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: David Rodriguez, David.Rodriguez3@sanantonio.gov , 210-207-0071.

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (a), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms.

Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

the offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered, City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more

Of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the City's Addendum to Form CIQ (Form CIQ-A) and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio

should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

4- SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting offers for the purchase and delivery of Zoll X-Series Manual Monitor/Defibrillators, ancillary supplies for the Zoll X Series Monitor, X Series Service Plans and Extended Warranty, and Zoll X-Series Monitor Repair Services in accordance with the specifications stated herein. These items will be utilized by the EMS Division of the Fire Department.

DELIVERY LOCATION – All products shall be delivered to:

San Antonio Fire Department - Services Division
230 S. Callaghan Rd.
San Antonio, Texas 78227

DELIVERIES –

Contractor shall make delivery of ancillary supplies to City within 40 60-90 calendar days after receipt of order and 60-90 calendar days for monitor/defibrillators. Delivery, as used in this section, means the goods ordered and received by City.

ORDERING -

Orders shall be placed on an "as needed" basis. Orders shall not be restricted to case or other quantity, unless smaller packaging is not available for said item. All deliveries shall be made with no minimum delivery charge or service fee. Number of delivery locations may be increased or decreased during the term of the contract.

PRICING -

Pricing in Item 1, discount percentages in Item 2, and labor rates in Item 3 on the Price Schedule must remain firm for the duration of the contract term and all renewals and extensions.

DISCONTINUED MATERIALS –

In the event a manufacturer discontinues a particular product(s), the City may allow the Contractor to provide a substitute for the discontinued product(s) or delete the product(s) altogether. Facility point of contacts do not have any express or implied authority to vary or amend the terms of the purchase order or contract in any way or waive strict performance of the terms or conditions of the purchase order or contract. The Contractor must receive written approval from the Purchasing Division before orders for the substituted product(s) are placed and delivery is accepted, in accordance with the section on Amendments in the General Terms & Conditions section of this RFO. If the Contractor requests permission to substitute a product, the Contractor shall provide the following to the City:

1. Documentation from the manufacturer that the product has been discontinued.
2. Documentation that names the replacement product.
3. Documentation that provides clear and convincing evidence that the replacement product meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement product will be compatible with all the functions or uses of the discontinued material.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product.

6. Product discontinuance applies only to products specifically listed in this solicitation document.

QUANTITIES -

The City does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed. Quantities indicated for each item in the Price Schedule are estimates only and are based upon previous usage for a one-year period. These quantities shall not be construed as a minimum or maximum quantity. The City will require the Contractor to maintain a 90 day supply of commonly used items as determined by the City.

REPAIR, MAINTENANCE AND WARRANTY SERVICES -

Contractor is required to maintain the Zoll X Series Monitors in a manner that keeps the units Clinically Operational to meet the Fire Department's Medical Operating Standards of Care. As such, Contractor shall provide preventative maintenance, warranty and non-warranty repair work by a certified Zoll Technician in accordance with manufacturer's specifications and requirements. The technician must be available to perform repairs on site within 24 hours of receipt of City's request for service. If repairs cannot be completed on site, City shall ship the unit directly to Contractor and Contractor shall provide a loaner unit to City within 48 hours of City's request and for the duration of the time to complete the repair. All shipping costs shall be borne by Contractor.

Contractor shall provide the latest software updates from Zoll throughout the term of the contract to keep the units at or above the City's Medical Operating Standard of Care.

Preventative maintenance plans must include at least once a year checkups by a certified Zoll technician. The Service plans offered by Contractor must be for a period of 5 years.

Extended warranty plans must be provided that extend out 4 additional years from the original manufacturer's warranty. The warranty shall include software updates, trouble shooting, diagnostic and repair services for any defects by a certified Zoll technician.

Contractor shall provide an hourly labor rate in Item 3 of the Price Schedule for non-warranty repairs that are not covered by Contractor's maintenance plan or extended warranty.

NOTE: Detailed information or literature pertaining to Preventive Maintenance and Extended Warranty must be provided with response to this solicitation, and shall be incorporated as if fully set forth herein, except for conflicting terms.

QUALITY AND ASSURANCE -

The X-Series monitors, accessories and services provided must meet the highest levels of medical standards for public safety use. Contractor shall work with City's Fire Department Office of the Medical Director on any and all patient safety issues. Contractor shall provide a single point of contact with whom the department will work to resolve any and all quality issues regarding said equipment and accessories.

PRODUCT SPECIFICATIONS

Item 1: X Series Unit

Item 1a: X Series Monitor/Defibrillator w/12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp, CPR

Manufacturer: ZOLL Medical Corporation

Model Number: 601-2431411-01

Estimated Annual Requirements: 5 each

1b: 4 Year Extended Warranty on Zoll X Series Unit

Manufacturer: ZOLL Medical Corporation

Model Number: 8778-100044

Estimated Annual Requirements: 5 each

1c: 5 Year Preventative Maintenance on Zoll X Series Unit

Manufacturer: ZOLL Medical Corporation

Model Number: 8778-0119

Estimated Annual Requirements: 5 each

Item 2: ECG Accessories

Item 2a: 12-Lead One Step ECG Cable-AAMI includes 4-lead Trunk Cable, Removable Precordial 6-Lead Set

Manufacturer: ZOLL Medical Corporation

Model Number: 8300-0802-01

Estimated Annual Requirements: 50 each

Item 3: Battery and Charger Accessories

Item 3a: Six Hour Rechargeable Sure Power Smart Battery

Manufacturer: ZOLL Medical Corporation

Model Number: 8000-0580-01

Estimated Annual Requirements: 50 each

Item 3b: Replacement AC Power Adapter/Charger, 120 – 240 VAC, 50, 60, 400 Hz

Manufacturer: ZOLL Medical Corporation

Model Number: 8300-0004

Estimated Annual Requirements: 50 each

Item 3c: US Power Cord

Manufacturer: ZOLL Medical Corporation

Model Number: 8000-0100

Estimated Annual Requirements: 50 each

Item 3d: X Series Power Extension Cable

Manufacturer: ZOLL Medical Corporation

Model Number: 8000-000903-01

Estimated Annual Requirements: 50 each

Item 3e: Charging System (4 Bay)

Manufacturer: ZOLL Medical Corporation

Model Number: 8300-0500-01

Estimated Annual Requirements: 5 each

Item 4: Cases and Mount Accessories

Item 4a: X Series Carry Case

Manufacturer: ZOLL Medical Corporation

Model Number: 8707-000502-01

Estimated Annual Requirements: 25 each

Item 5: Training & Manual Accessories

Item 5a: ECG Plain White Paper – 80 mm, pack of 6 rolls
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-000901-01
Estimated Annual Requirements: 1,500 packs

Items 6: Cables and Sensors

Item 6a: Patient Cable 4' (red)
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0330
Estimated Annual Requirements: 50 each

Item 6b: Patient Cable 10' (red)
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0331
Estimated Annual Requirements: 50 each

Item 6c: Ear Sensor (LNCS E1)
Model Number: 8000-000456
Estimated Annual Requirements: 50 each

Item 6d: Ear Sensor (M-LNCS E1)
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-000457
Estimated Annual Requirements: 50 each

Item 6e: Patient Cable-4' (red MNC)
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-000460
Estimated Annual Requirements: 50 each

Item 6f: Patient Cable-4' Rainbow
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0341
Estimated Annual Requirements: 50 each

Item 6g: Patient Cable-12' Rainbow
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0342
Estimated Annual Requirements: 50 each

Item 6h: Patient Sensor Adult Rainbow
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0371
Estimated Annual Requirements: 50 each

Item 6i: Patient Sensor Pediatric Rainbow
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-000372
Estimated Annual Requirements: 50 each

Item 6j: Sensor M-LNCS DCI Resuable
Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0294
Estimated Annual Requirements: 50 each

Item 6k: Dual Lumen NIBP 10' Hose Propaq MD
Manufacturer: ZOLL Medical Corporation

Model Number: 8000-0002-01
Estimated Annual Requirements: 50 each

Item 6i: Infant/Neonate-8' Single Lumen NIBP Hose

Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0796-01
Estimated Annual Requirements: 250 each

Item 6m: Temperature Skin Probe-Adult YSI

Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0670
Estimated Annual Requirements: 300 each

Item 6n: Limb Lead ECG Cable (4 Lead)

Manufacturer: ZOLL Medical Corporation
Model Number: 8300-0803-01
Estimated Annual Requirements: 50 each

Item 6o: V Lead ECG Cable

Manufacturer: ZOLL Medical Corporation
Model Number: 8300-0804-01
Estimated Annual Requirements: 50 each

Item 6p: Multifunction Therapy Cable

Manufacturer: ZOLL Medical Corporation
Model Number: 8300-0783
Estimated Annual Requirements: 50 each

Item 6q: CPR Connector

Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0370
Estimated Annual Requirements: 50 each

Items 7: Cuffs and Probes

7a: Temperature Adult Rectal Probe (YSI)

Manufacturer: ZOLL Medical Corporation
Model Number: 8000-0668
Estimated Annual Requirements: 280 each

7b: 12-Lead Simulator

Manufacturer: ZOLL Medical Corporation
Model Number: 8012-0206
Estimated Annual Requirements: 25 each

7c: Neonatal BP Cuff Kit (Size 1-5)

Manufacturer: ZOLL Medical Corporation
Model Number: 8300-0797-01
Estimated Annual Requirements: 250 each

7d: Disposal BP Cuff-Soft Infant-2 tube

Manufacturer: ZOLL Medical Corporation
Model Number: SOFT-07-2MQ
Estimated Annual Requirements: 20 each

7e: Blood Pressure Cuff Child (2 tube)

Manufacturer: ZOLL Medical Corporation
Model Number: SOFT-09-2MQ

Estimated Annual Requirements: 25 each

7f: Blood Pressure Cuff Adult

Manufacturer: ZOLL Medical Corporation

Model Number: SOFT-11-2MQ

Estimated Annual Requirements: 500 each

7g: Blood Pressure Cuff Large Adult

Manufacturer: ZOLL Medical Corporation

Model Number: SOFT-12-2MQ

Estimated Annual Requirements: 500 each

7h: Filterline Set, Adult/Pediatric

Manufacturer: ZOLL Medical Corporation

Model Number: 8300-0520-01

Estimated Annual Requirements: 1,800 each

7i: Smart CapnoLine Plus O2 Adult

Manufacturer: ZOLL Medical Corporation

Model Number: 8300-0524-01

Estimated Annual Requirements: 150 each

7j: Blood Pressure Cuff Thigh

Manufacturer: ZOLL Medical Corporation

Model Number: SOFT-13-2MQ

Estimated Annual Requirements: 450 each

Catalog Purchases

City may purchase other Zoll X series supplies and parts on an as-needed basis using Contractor's discount off catalog price, stated in Item 2 of the Price Schedule. Offeror shall submit either a hard copy or electronic version of the proposed catalog with the offer.

5- SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term

This contract shall begin on the effective date of the ordinance awarding the contract and terminate on June 30, 2020.

Renewals

At City's option, and Vendor's approval, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions

City, with Vendor's approval, shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Continuation of Contract for Duration of Preventative Maintenance and Warranty Periods.

City may purchase items under this contract through June 30, 2022, if all extension are exercised. Therefore, the preventative maintenance plan and extended warranty shall apply to items purchased during the final years of this contract. **As such, all of the terms of this contract, with the exception of those applicable to new purchases, such as pricing, shall continue in full force and effect for the duration of those preventative maintenance plans and extended warranties in effect at the conclusion of the Original Contract Term and all Renewals and Temporary Extensions exercised by City, though no new purchases shall be made during this period.**

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement or repair of defective merchandise, parts, and labor, and shall include paid shipment of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

~~ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.~~

Commented [AC1]: If there are particular concerns regarding deletion of this paragraph, ZOLL would request review and proposed modification to ZOLL warranty language to address specific concerns.

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (NOTE: Discounts accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

Internal / External Catalog

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments.

Attachment A – PRICE SCHEDULE

Attachment B – VETERAN OWNED PREFERENCE TRACKING FORM

Non Airport Improvement Program (AIP) Funded Agreement Mandatory Contract Clauses

I. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex,

Age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. Title VI Clauses Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows.

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in

interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27,
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations,
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

IV. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6- GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, insida delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, and Vendor is given the opportunity to cure the default, City may make the purchase on the open market, ~~with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof.~~ In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, ~~in City's sole discretion, comply in every respect with all terms and conditions of the contract, and would be returned by the City in accordance with Vendor's Warranty and Return policies attached herein to be repaired or replaced by Vendor.~~ ~~City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming.~~ If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity, with prior written agreement by Vendor. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Commented [AC2]: See warranty and return policies.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. ~~FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.~~

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, ~~as determined solely by the Director,~~ its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. ~~City. Either party may terminate this contract, in whole or in part, without cause. Upon prior City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.~~

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City, and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or

video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a

Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein.

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

7- SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein,

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No. 04-2711626
Signer's Name Michael Trotter, Group V.P. of EMS Sales
Name of Business ZOLL Medical Corporation
Street Address 269 Mill Road
City, State, Zip Code Chelmsford, MA 01824
Email Address mmr@zoll.com
Telephone No. 800-348-9011
Fax No. 978-421-0015
City's Solicitation No. 9100008502



Signature of Person Authorized to Sign Offer

8- STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

9—ATTACHMENTS

ATTACHMENT A-PRICE SCHEDULE

ITEM 1: Zoll X SERIES SUPPLIES

| Item | Description | Mfg | Model # | Est Annual Qty | Unit Price | Extended Price (Unit Price X Qty) |
|--|---|------|----------------|----------------|-------------|-----------------------------------|
| Item 1: X Series Unit | | | | | | |
| 1a. | X Series Monitor/Defibrillator w/12-Lead ECG, Pacing, NIBP, SpO2, SpCO, ETCO2, Temp, CPR | Zoll | 601-2431411-01 | 5 each | \$30,837.00 | \$154,185.00 |
| 1b | 4 Year Extended Warranty on Zoll Series Unit | Zoll | 8778-100044 | 5 each | \$3,900.00 | \$18,500.00 |
| 1c | 5 Year Preventative Maintenance on Zoll X Series Unit | Zoll | 8778-0119 | 5 each | \$1,150.00 | \$5,750.00 |
| Item 2: ECG Accessories | | | | | | |
| 2a | 12-Lead One Step ECG Cable-AAMI includes 4-lead Trunk Cable, Removable Preordial 6-Lead Set | Zoll | 8300-0802-01 | 50 each | \$243.75 | \$12,187.50 |
| Item 3: Battery and Charger Accessories | | | | | | |
| 3a | Six Hour Rechargeable Sure Power Smart Battery | Zoll | 8000-0580-01 | 51 each | \$371.21 | \$18,933.75 |
| 3b | Replacement AC Power Adapter/Charger, 120 - 240 VAC, 50, 60, 400 Hz | Zoll | 8300-0004 | 51 each | \$333.75 | \$17,021.25 |
| 3c. | US Power Cord | Zoll | 8000-0100 | 51 each | \$45.00 | \$2,295.00 |
| 3d | X Series Power Extension Cord | Zoll | 8000-000903-01 | 51 each | \$84.00 | \$4,284.00 |
| 3e | Charging System (4 Bay) | Zoll | 8300-0500-01 | 5 each | \$1,937.25 | \$9,686.25 |
| Item 4: Cases and Mount Accessories | | | | | | |
| 4a | X Series Carry Case | Zoll | 8707-000502-01 | 25 each | \$371.25 | \$9,281.25 |
| Item 5: Training & Manual Accessories | | | | | | |
| 5a. | ECG Plain White Paper-80 mm, pack of 6 rolls | Zoll | 8000-000801-01 | 1,501 packs | \$18.00 | \$27,018.00 |
| Item 6: Cables and Sensors | | | | | | |
| 6a | Patient Cable 4' (red) | Zoll | 8000-0530 | 50 each | \$221.25 | \$11,062.50 |
| 6b | Patient Cable 10' (red) | Zoll | 8000-0331 | 50 each | \$258.75 | \$12,937.50 |
| 6c | Ear Sensor (LNCS E1) | Zoll | 8000-000458 | 50 each | \$318.75 | \$15,937.50 |
| 6d | Ear Sensor (M-LNCS E1) | Zoll | 8000-000457 | 50 each | \$318.75 | \$15,937.50 |
| 6e | Patient Cable-4' (red MNC) | Zoll | 8000-000460 | 50 each | \$356.25 | \$17,812.50 |
| 6f | Patient Cable-4' Rainbow | Zoll | 8000-0341 | 50 each | \$183.75 | \$9,187.50 |
| 6g | Patient Cable-12' Rainbow | Zoll | 8000-0342 | 50 each | \$221.25 | \$11,062.50 |
| 6h | Patient Sensor Adult Rainbow | Zoll | 8000-000371 | 50 each | \$633.75 | \$31,687.50 |
| 6i | Patient Sensor Pediatric Rainbow | Zoll | 8000-000372 | 50 each | \$633.75 | \$31,687.50 |
| 6j | Sensor M-LNCS DCI Resuable | Zoll | 8000-0294 | 50 each | \$221.25 | \$11,062.50 |
| 6k | Dual Lumen NIBP 10' Hose Propaq MD | Zoll | 8000-0002-01 | 50 each | \$93.75 | \$4,687.50 |
| 6l | Infant/Neonate-6' Single Lumen NIBP Hose | Zoll | 8000-0796-01 | 255 each | \$48.75 | \$12,431.25 |
| 6m. | Temperature Skin Probe-Adult YSI | Zoll | 8000-0570 | 305 each | \$93.75 | \$28,593.75 |
| 6n. | Limb Lead ECG Cable (4 Lead) | Zoll | 8300-0803-01 | 50 each | \$221.25 | \$11,062.50 |
| 6o | V Lead ECG Cable | Zoll | 8300-0804-01 | 50 each | \$221.25 | \$11,062.50 |
| 6p | Multifunction Therapy Cable | Zoll | 8300-0783 | 50 each | \$233.50 | \$11,175.00 |
| 6q | CPR Connector | Zoll | 8000-0370 | 50 each | \$198.75 | \$9,937.50 |
| Item 7: Cuffs and Probes | | | | | | |
| 7a | Temperature Adult Rectal Probe (YSI) | Zoll | 8000-0668 | 250 each | \$83.75 | \$20,937.50 |
| 7b | 12-Lead Simulator | Zoll | 8012-0206 | 25 each | \$786.75 | \$19,668.75 |

| | | | | | | |
|-----|-------------------------------------|------|--------------|------------|----------|--------------|
| 7c. | Neonatal BP Cuff Kit (Size 1-5) | Zoll | 8300-0797-01 | 252 each | \$224.25 | \$56,511.00 |
| 7d. | Disposal BP Cuff-Soft Infant-2 tube | Zoll | SOFT-07-2MQ | 21 each | \$131.25 | \$2,756.25 |
| 7e. | Blood Pressure Cuff Child (2 tube) | Zoll | SOFT-09-2MQ | 27 each | \$131.25 | \$3,543.75 |
| 7f. | Blood Pressure Cuff Adult | Zoll | SOFT-11-2MQ | 506 each | \$146.25 | \$74,002.50 |
| 7g. | Blood Pressure Cuff Large Adult | Zoll | SOFT-12-2MQ | 503 each | \$168.75 | \$84,881.25 |
| 7h. | Filterline Set, Adult/Pediatric | Zoll | 8300-0520-01 | 1,805 each | \$205.25 | \$372,281.25 |
| 7i. | Smart CapnoLine Plus O2 Adult | Zoll | 8300-0524-01 | 182 each | \$266.25 | \$43,132.50 |
| 7j. | Blood Pressure Cuff Thigh | Zoll | SOFT-13-2MQ | 450 each | \$198.75 | \$89,437.50 |

ITEM 2: CATALOG DISCOUNT

ZOLL X SERIES PARTS & SUPPLIES

A. Parts % of discount offered 25%

B. Price schedule number RFO Number 6100008502

C. Effective date of price schedule Date of Award

Specified Items:

| Description | Part # | MFG | Est. Annual Qty | List Price | % Discount | CO2A Net Price | Extended Price (CO2A Net Price x Qty) |
|--|----------------|------|-----------------|------------|------------|----------------|---------------------------------------|
| ASSY, FOB, MONITOR BOARD, X SERIES, AW | 9301-001252-02 | Zoll | 5 | \$3,809.00 | 0 | \$3,809.00 | \$19,495.00 |
| FRONT ENCLOSURE, X SERIES, W/VOICE | 1027-000008-01 | Zoll | 5 | \$1,650.29 | 0 | \$1,650.29 | \$8,251.45 |
| SPIDER FRAME, X SERIES | 9310-0874-02 | Zoll | 6 | \$185.85 | 0 | \$185.85 | \$929.25 |
| GASKET, MAIN ENCLOSURE, PRPQ | 708502 | Zoll | 5 | \$13.01 | 0 | \$13.01 | \$65.05 |

ITEM 3: LABOR RATE FOR REPAIRS

Labor rate per hour \$ 150.00

Please complete the following:

Prompt Payment Discount: % days. (If no discount is offered, Net 30 will apply.)

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT
FOR ZOLL X-SERIES 12 LEAD DEFIBRILATORS AND ACCESSORIES**

**REQUEST FOR OFFER ("RFO")
NO.: 6100008502**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Zoll Medical Corporation (Zoll), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- 1.1 This Integration Agreement;
- 1.2 City's RFO No.: 6100008502, including all attachments and addenda thereto; and
- 1.3 Zoll's signed response to City's RFO No.: 6100008502.

2.0 MODIFICATIONS TO CONTRACT DOCUMENTS

The Contract Documents are hereby amended as described below.

- 2.1 Section 4, Specifications / Scope of Services, subsection entitled "DELIVERIES" is amended to read as follows:

Contractor shall make delivery of ancillary supplies to City within 10 calendar days after receipt of order and 60-90 calendar days for monitor/defibrillators. Delivery, as used in this section, means the goods ordered and received by City.

- 2.2 Section 5, Supplemental Terms & Conditions, subsections entitled "Original Contract Term" and "Renewals" are amended to read as follows:

Original Contract Term.

This contract shall begin on the effective date of the ordinance awarding the contract and terminate on June 30, 2019.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 3 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

- 2.3 Section 5, Supplemental Terms & Conditions, subsection entitled "Temporary Short Term Extensions" is amended to read as follows:

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

- 2.4 Section 5, Supplemental Terms & Conditions, subsection entitled "Warranty", second paragraph is amended to read as follows:

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

- 2.5 Section 6, General Terms & Conditions, subsection entitled "Failure to Deliver" is amended to read as follows:

When delivery is not met as provided for in the contract, and Vendor is given the opportunity to cure the default, City may make the purchase on the open market. In addition, Vendor may be removed from City's list of eligible bidders.

- 2.6 Section 6, General Terms & Conditions, subsection entitled "Acceptance by City" is amended to read as follows:

City shall have 90 days after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered if nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity, with prior written agreement by Vendor. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

- 2.7 Section 6, General Terms & Conditions, subsection entitled "Payment by City", 4th paragraph is amended to read as follows:

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED.

- 2.8 Section 6, General Terms & Conditions, subsection entitled "Termination-Breach" is amended to read as follows:

Termination – Breach. Should vendor fail, in a timely and proper manner, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such

termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

- 2.9 Section 6, General Terms & Conditions, subsection entitled "Termination-Notice" is hereby deleted.
- 2.10 Parties hereby agree that City's Price Schedule, identified in Attachment A to City's RFO No.: 6100008502, reflects the goods and services and their respective pricing, and that Zoll's quote with pricing indicated on Zoll's letterhead contained in Zoll's response to City's RFO is hereby deleted. In addition, the Parties agree that the document in Zoll's signed response to City's RFO entitled "ZOLL QUOTATION GENERAL TERMS & CONDITIONS" is hereby deleted.
- 2.11 The following items are hereby deleted from Section 4, SPECIFICATIONS / SCOPE OF SERVICES, Subsection "PRODUCT SPECIFICATIONS, and ATTACHMENT B, PRICE SCHEDULE:

- 6a: Patient Cable 4' (red)
 - 6b: Patient Cable 10' (red)
 - 6c: Ear Sensor (LNCS E1)
 - 6d: Ear Sensor (M-LNCS E1)
 - 6e: Patient Cable-4' (red MNC)
 - 6f: Patient Cable-4' Rainbow
 - 6g: Patient Cable-12' Rainbow
 - 6h: Patient Sensor Adult Rainbow
 - 6i: Patient Sensor Pediatric Rainbow
 - 6j: Sensor M-LNCS DCI Resuable
 - 6k: Dual Lumen NIBP 10' Hose Propaq MD
 - 6l: Infant/Neonate-8' Single Lumen NIBP Hose
 - 6m: Temperature Skin Probe-Adult YSI
-
- 7a: Temperature Adult Rectal Probe (YSI)
 - 7b: 12-Lead Simulator
 - 7c: Neonatal BP Cuff Kit (Size 1-5)
 - 7d: Disposal BP Cuff-Soft Infant-2 tube
 - 7e: Blood Pressure Cuff Child (2 tube)
 - 7f: Blood Pressure Cuff Adult
 - 7g: Blood Pressure Cuff Large Adult
 - 7h: Filterline Set, Adult/Pediatric
 - 7i: Smart CapnoLine Plus 02 Adult
 - 7j: Blood Pressure Cuff Thigh

Catalog Purchases (from Section 4, SPECIFICATIONS / SCOPE OF SERVICES) and Item 2 – Catalog Discount, entire section (from Price Schedule).

3.0 ENTIRE AGREEMENT

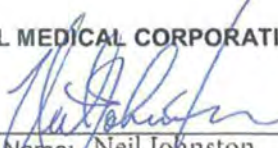
This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

ZOLL MEDICAL CORPORATION

Print Name: _____
Title: _____
Date: _____



Print Name: Neil Johnston
Title: Group VP North American Sales
Date: 6-15-2017

Approved as to Form:

Assistant City Attorney

PROCUREMENT OF DEFIBRILLATORS FOR FIRE/EMS

City Council
Meeting
June 22, 2017

Item #3

Troy Elliott
Deputy Chief
Financial Officer

BACKGROUND AND OVERVIEW



1. PUBLIC USE
Guided Prompts / 2 Leads
Not Ruggedized
No Diagnostics



2. GENERAL EMT/PARAMEDIC USE
Coaches rescuer - CPR Support
3 Leads
1,719 EMTs and Paramedics trained
Paramedic override feature
Records audio and information saved
to internal thumb drive
Located on Fire engines
Ruggedized



Current Solicitation

3. ADVANCED PARAMEDIC USE
Diagnostic Capabilities
12 Leads
751 Paramedics trained
Oxygen and Carbon Dioxide Levels
Patient Vitals
CPR Support - Pass through CPR
Communication capability
Ruggedized
Specialized training
Located on ambulances, Special
Operations units, Fire Engines and
Medic Officer Vehicles
Used approx. 240 times a day

BACKGROUND AND OVERVIEW

Conducted two solicitation processes for X-Series Defibrillators and Accessories

Original Solicitation

- Two proposals received (Zoll Medical Corp and MedWheels)
- Recommended award to Zoll Medical Corp
- Presented to Council on February 23, 2017
- Council referred item to Audit Committee to evaluate alternatives

Current Solicitation

- Competitive bid process
- Two responsive proposals received (Mercy Medical and MedWheels)

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CURRENT SOLICITATION

Proprietary vs. Third Party Items

Proprietary

- Award proprietary items to Zoll
- Includes defibrillators, preventative maintenance, extended warranty, Zoll proprietary accessories, and training

Third Party

- Competitively bid out third party accessories
- Include at a minimum 15% MWBE subcontracting / distributorship requirement

Ability to award on a line item basis
Promotes fair and open competition
15% MWBE subcontracting goal can be self-performed by prime
Local preference up to 3%

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| Items | Original | Current | |
|--|------------------------|----------------------------------|---|
| | Zoll (manufacturer) | MedWheels (local distributor) | Mercy Medical Equipment (local distributor) |
| Zoll Proprietary – Defibrillators <ul style="list-style-type: none"> Defibrillators X-Series, 12 Lead Extended Warranty Preventative Maintenance Labor Rate for Repairs | \$358,870 | No Bid | No Bid |
| Zoll Proprietary – Accessories <ul style="list-style-type: none"> ECG Accessories Battery and Chargers Accessories Cases and Mount Accessories Training and Manual Accessories Cables and Sensors | \$287,889 | No Bid | No Bid |
| Third Party - Accessories <ul style="list-style-type: none"> Cables and Sensors Cuffs and Probes Catalog Discount Parts and Supplies | \$1,974,000 | \$1,773,210 | \$2,111,202 |

Amounts reflect cost for Initial 2 year term

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STAFF RECOMMENDATION

**Zoll
Proprietary
Items**

- Award contract to Zoll Medical Corp
- Estimated value: \$648K initial term
- Two year term with 3, 1 year options

**Third Party
Accessories**

- Award entire contract to MedWheels (DBE, SBE, ESBE, AABE, MBE, WBE)
- Low bid on all but two line items
- Estimated Value: \$1.774M initial term
- Two year term with 3, 1 year options

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**PROCUREMENT OF
DEFIBRILLATORS FOR
FIRE/EMS**

**City Council
Meeting
June 22, 2017**

Item #3

**Troy Elliott
Deputy Chief
Financial Officer**